

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Mr. Ernest "Mo" Morrison**, President  
**Mrs. Debra M. Cordes**, Clerk  
**Mr. Denis O'Leary**, Member  
**Mrs. Veronica Robles-Solis**, Member  
**Ms. Monica Madrigal Lopez**, Member

## ADMINISTRATION

**Dr. Cesar Morales**  
District Superintendent  
**Ms. Lisa Cline**  
Deputy Superintendent,  
Business & Fiscal Services  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Ms. Robin I. Freeman**  
Assistant Superintendent,  
Educational Services

**AGENDA #16**  
**REGULAR BOARD MEETING**  
**Wednesday, May 17, 2017**  
**5:00 p.m. – Study Session**  
**Closed Session to Follow**  
**7:00 PM - Regular Board Meeting**

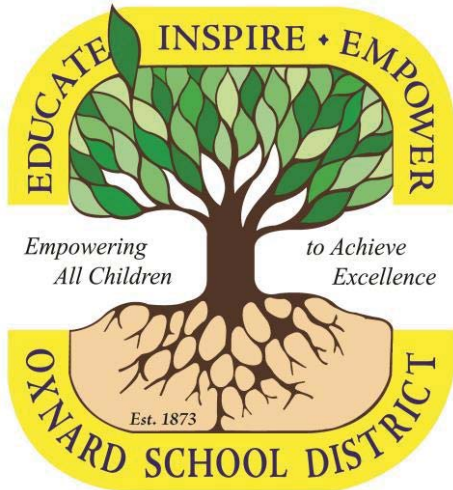
**\*NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact 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**. The Speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

[www.oxnardsd.org](http://www.oxnardsd.org)

OPIE TV – Channel 20 &  
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**Vision:**

Empowering All Children to Achieve Excellence

**Mission:**

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.



**Visión:**

Capacitar a cada alumno para que logre la excelencia académica

**Misión:**

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

**Section A  
PRELIMINARY**

***A.1 Call to Order and Roll Call*** **5:00 PM**

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

***A.2 Pledge of Allegiance to the Flag***

Mr. Pablo Ordaz, Principal at Rose Avenue Academy of Science and Wellness, will introduce Nayla Arian Aguilar, 5<sup>th</sup> grader in Mr. Turner’s class, who will lead the audience in the Pledge of Allegiance.

***A.3 District’s Vision and Mission Statements***

The District’s Vision and Mission Statements will be read in English by Marcela Orozco, 5<sup>th</sup> grader in Mr. Ramirez’s class; then read in Spanish by Guadalupe Morales, 5<sup>th</sup> grader in Mr. Turner’s class.

***A.4 Presentation by Rose Avenue Academy of Science and Wellness***

Mr. Ordaz will provide a short presentation to the Board regarding Rose Avenue Academy. Following the presentation President Morrison will present a token of appreciation to the students that participated in the Board Meeting.

***A.5 Update on Latino Film Institute Youth Cinema Project at Ramona School (Arias)***

Mrs. Mary Arias Elisondo, Principal at Ramona Academy of Environmental Science, will provide the Board of Trustees with an overview and update regarding the Latino Film Institute Youth Cinema Project.

***A.6 Recognition of Winners of “Honoring our Latino Heroes - Cesar Chavez” Writing and Art Competition (Morales)***

The Board of Trustees will recognize students who were recognized at the First Annual Oxnard School District “Honoring our Latino Heroes - Cesar Chavez” Writing and Art Competition and Awards Dinner on April 25, 2017.

**WRITING**

➤ First Place	Alexander Plascencia Ricardo Delgado Savannah Wiegand Karen Perez Hernan Nicasio	Curren, Grade 1 Driffill, Grade 3 Curren, Grade 4 Curren, Grade 5 Kamala, Grade 7
➤ Second Place	Lia Uc Montserrat Sanchez Elena Bernal-Pastrano	Driffill, Grade 3 Curren, Grade 4 Haydock, Grade 8
➤ Third Place	Andres Gonzalez Andrea Luna Jaivan Ortiz	Driffill, Grade 3 Kamala, Grade 5 Fremont, Grade 7

**ART**

➤ First Place	Evan Huizar Mylee Joy Truax-Rodriguez Angelyna Joelle Zenon Diamaya Avila	Soria, Grade 1 Curren, Grade 2 Kamala, Grade 5 Curren, Grade 8
➤ Second Place	Alexander Plascencia Kyara Ragan Destiny Barcnas Crystal Hernandez	Curren, Grade 1 Soria, Grade 4 Lemonwood, Grade 4 Fremont, Grade 7
➤ Third Place	Neohmiah Gutierrez Brianna De Haro Josue Solano Ian Carrillo Halena Jade Cruz Solis	Chavez, Grade 1 Chavez, Grade 3 Driffill, Grade 5 Driffill, Grade 8 Haydock, Grade 6

**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section A  
PRELIMINARY**

(continued)

***A.7 Adoption of Agenda (Superintendent)***

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Moved:  
Seconded:  
Vote:

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***A.8 Adoption and Presentation of Resolution #16-33 in Recognition of “Teacher Appreciation Week 2017” (Dr. Morales)***

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The Board of Trustees will adopt and present Resolution #16-33 “Teacher Appreciation Week 2017”, recognizing May 8-12, 2017 as Teacher Appreciation Week 2017, to representatives of the Oxnard Educators Association.

Moved:  
Seconded:  
Vote:

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***A.9 Review of Simultaneous Translation Services for the Board Meetings (Dr. Morales)***

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The Board of Trustees will review the simultaneous translation services and consider if they would like to continue to provide the services to the public for the 2017-18 fiscal year, beginning with August 2017.

***A.10 Study Session –English Learner Services Update (Freeman/Batista)***

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The Board of Trustees will receive an overview and update regarding English Learner Services in Oxnard School District.

***A.11 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)***

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Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Human Resources and Support Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

***The Board will now convene in closed session to consider the items listed under Closed Session.***

***A.12 Closed Session***

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1. Pursuant to Section 54956.9 of *Government Code*:
  - Conference with Legal Counsel – Anticipated Litigation: 1 case
  - Conference with Legal Counsel – Existing Litigations: 4 cases
    - Office of Administrative Services Cases No. OAH 2016091112, OAH 2016100074, OAH 2016100075, and OAH 2017010078
  
2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
  - Case No. 16-16 (Action Item)
  - Case No. 16-17 (Action Item)

**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section A**  
**PRELIMINARY**  
(continued)

***A.12 Closed Session (continued)***

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3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
- Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP  
Association(s): OEA, OSSA, CSEA;  
and All Unrepresented Personnel – Administrators, Classified Management, Confidential
4. Pursuant to Section 54956.8 of the *Government Code*:
- Conference with Real Property Negotiators (for acquisition of new school site):  
Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue  
  
Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.  
  
Negotiating Parties: Dennis Hardgrave on behalf of the property owners  
Under Negotiations: Instruction to agency negotiator on price and terms.
5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release
  - Public Employee(s) Reassignment/Appointment
    - Principal, Middle School

***A.13 Reconvene to Open Session***

**7:00 PM**

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***A.14 Report Out of Closed Session***

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The Board will report on any action taken in closed session or take action on any item considered in closed session, including expulsion of students:

**REMOVAL/SUSPENSION/EXPULSION OF STUDENTS**

*(Education Code 48912; 20 U.S.C. Section 1232g)*

Case No. 16-16 (Action Item)

Motion: \_\_\_\_\_, Second: \_\_\_\_\_

**Roll Call Vote:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_ Cordes \_\_, Morrison \_\_**

**REMOVAL/SUSPENSION/EXPULSION OF STUDENTS**

*(Education Code 48912; 20 U.S.C. Section 1232g)*

Case No. 16-17 (Action Item)

Motion: \_\_\_\_\_, Second: \_\_\_\_\_

**Roll Call Vote:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_ Cordes \_\_, Morrison \_\_**

**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section B**  
**PUBLIC COMMENT/HEARINGS**

***B.1 Public Comment (3 minutes per speaker)***

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Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District.

***B.1 Comentarios del Público (3 minutos para cada ponente)***

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Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios.

***B.2 Public Hearing Regarding Notice of Intention to Adopt the Proposed Resolution of Necessity #16-26 Pursuant to California Code of Civil Procedure Section 1245.235 (Morales/Cline)***

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This being the time and date noticed, the Board of Trustees will conduct a public hearing to receive comments on the Notice of Intention to Adopt a Proposed Resolution of Necessity relative to the Doris Patterson site.

Public Comment:  
Presentation:  
Board Discussion:

Following the public hearing, the final Resolution of Necessity will be brought forth for the Board's adoption at a later date.

**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

## Section C CONSENT AGENDA

(All Matters Specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Notes:  
Moved:  
Seconded:

### ROLL CALL VOTE:

**Madrigal Lopez \_\_, Robles-Solis \_\_, O'Leary \_\_, Cordes \_\_, Morrison \_\_**

#### C.1 Acceptance of Gifts

It is recommended that the Board accept the following gifts:	Dept/School
<ul style="list-style-type: none"> <li>▪ From Alice Ortega, a donation of \$150.00 to Juan Lagunas Soria School, that will be used to support students.</li> </ul>	Fox

#### C.2 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
<b>Enrichment:</b>	
<ul style="list-style-type: none"> <li>▪ #16-271 with Mad Science of Los Angeles, to provide a Family Science Night at McKinna School on June 1, 2017, amount not to exceed \$3,000.00, to be paid with Title I Funds;</li> </ul>	Freeman/ Jenks
<b>Personnel:</b>	
<ul style="list-style-type: none"> <li>▪ #16-276 with Western Governors University, to establish a partnership to provide candidates an opportunity to complete their degree in MSN nursing, RN to BSN Nursing, and Health Information Management, at no cost to the district;</li> </ul>	Vaca/ Gern

#### C.3 Ratification of Agreements

It is recommended that the Board ratify the following agreements:	Dept/School
<b>Special Education:</b>	
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #16-114 with Casa Pacifica School, to provide Non-Public School Services in the form of Speech Therapy Services to student SK032703, amount not to exceed \$640.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #16-115 with Casa Pacifica School, to provide Non-Public School Services in the form of Speech Therapy Services to student CN010103, amount not to exceed \$256.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #16-272 with Ventura County Office of Education, to provide exceptional services that consist of support from Special Circumstances Paraeducators to student VV030307, amount not to exceed \$6,080.48, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<b>Personnel:</b>	
<ul style="list-style-type: none"> <li>▪ #16-277 with Department of General Services/Office of Administrative Hearings to provide Administrative Law Judges to conduct and oversee hearings pursuant to Government Code §27727, amount not to exceed \$48,000.00, to be paid with Certificated Human Resources General Funds.</li> </ul>	Vaca

**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section C**  
**CONSENT AGENDA**

(continued)

***C.4 Award of Formal Bid #16-05 and Approval of Agreement #16-273 for Haydock Sewer Repair/Replacement***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services and the Director of Facilities that the Board of Trustees award Bid #16-05, Haydock Sewer Repair/Replacement, to Kiwitt's General Building Contractor, and enter into Agreement #16-273 in the total amount of \$128,000.00, to be paid with Deferred Maintenance Funds.</p>	<p>Dept/School Cline/ Fateh</p>
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***C.5 Award of Formal Bid #16-06 and Approval of Agreement #16-274 for Curren School Fire Sprinkler Corrections***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services and the Director of Facilities that the Board of Trustees award Bid #16-06, Curren School Fire Sprinkler Corrections, to Kiwitt's General Building Contractor, and enter into Agreement #16-274 in the total amount of \$167,000.00, to be paid with Deferred Maintenance Funds.</p>	<p>Dept/School Cline/ Fateh</p>
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***C.6 Award of Formal Bid #16-03 and Approval of Agreement #16-275 for San Miguel New Preschool Portable Classrooms***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services and the Director of Facilities that the Board of Trustees award Bid #16-03, San Miguel Preschool New Portable Classrooms, to Viola Inc., and enter into Agreement #16-275 in the total amount of \$819,000.00, to be paid with Deferred Maintenance One Time Funds.</p>	<p>Dept/School Cline/ Fateh</p>
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***C.7 Approval of Field Contract #FC-P17-04779 – Custom Signs, Inc.***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services and the Director of Facilities that the Board of Trustees approve Field Contract #FC-P17-04779 with Custom Signs, Inc., in the amount of \$20,850.00, to be paid with MSAP funds.</p>	<p>Dept/School Cline/ Fateh</p>
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***C.8 Approval of Field Contract #FC-P17-04780 – JPL Electric Corp.***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services and the Director of Facilities that the Board of Trustees approve Field Contract #FC-P17-04780 with JPL Electric Corp., in the amount of \$17,644.00, to be paid with MSAP funds.</p>	<p>Dept/School Cline/ Fateh</p>
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***C.9 Approval of Work Authorization Letter #2 (WAL #2) for Master Agreement #13-129 with Knowland Construction Services for DSA Inspector of Record Services for the Harrington Early Child Development Center Project***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #2 to Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record Services related to the Harrington Early Child Development Center Project; amount not to exceed \$120,960.00, to be paid with Master Construct and Implementation Program Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**



**Section C**  
**CONSENT AGENDA**

(continued)

***C.10 Approval of Work Authorization Letter #4 (WAL #4) for Master Agreement #13-154 with NV5 West Inc. for Material Testing and Special Inspection Services for the Harrington Early Child Development Center Project***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #4 to Agreement #13-154 with NV5 West Inc. to provide Material Testing and Special Inspection Services related to the Harrington Early Child Development Center Project; amount not to exceed \$13,548.50, to be paid with Master Construct and Implementation Program Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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***C.11 Approval of Work Authorization Letter #5 (WAL #5) for Master Agreement #13-130 with NV5 West Inc. for DSA Inspector of Record Services for the Marshall New Classroom Building Project***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #5 to Agreement #13-130 with NV5 West Inc. to provide DSA Inspector of Record Services related to the Marshall New Classroom Building Project; amount not to exceed \$187,200.00, to be paid with Master Construct and Implementation Program Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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***C.12 Approval of Work Authorization Letter #5 (WAL #5) for Master Agreement #13-122 with Earth Systems Southern California for Material Testing and Special Inspection Services for the Marshall New Classroom Building Project***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #5 to Agreement #13-122 with Earth Systems Southern California to provide Material Testing and Special Inspection Services related to the Marshall New Classroom Building Project; amount not to exceed \$29,100.00, to be paid with Master Construct and Implementation Program Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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***C.13 Approval of Work Authorization Letter #6 (WAL #6) for Master Agreement #13-122 with Earth Systems Southern California for Geotechnical Observation and Testing Services for the Marshall New Classroom Building Project***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #6 to Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Observation and Testing Services related to the Marshall New Classroom Building Project; amount not to exceed \$20,000.00, to be paid with Master Construct and Implementation Program Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section C**  
**CONSENT AGENDA**

(continued)

***C.14 Approval of Work Authorization Letter #7 (WAL #7) for Master Agreement #13-122 with Earth Systems Southern California for Geotechnical Observation and Testing Services for the Harrington Early Child Development Center Project***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #7 to Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Observation and Testing Services related to the Harrington Early Child Development Center Project; amount not to exceed \$9,400.00, to be paid with Master Construct and Implementation Program Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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***C.15 Approval of Dispersal No. 006 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for Payment of Additional Work Associated with the Project***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 006 to Construction Services Agreement #15-198 with Swinerton Builders, for fourteen (14) additional items of work related to the Lemonwood E.S. Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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Contractor Contingency Allocation No. 006 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$40,223.16. The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project. The remaining Contractor Contingency balance after Allocation No. 006 will be \$217,695.19.

***C.16 Disclosure of Collective Bargaining Agreement with CSEA***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services, that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for California School Employees Association (CSEA), as presented.</p>	<p>Dept/School Cline</p>
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***C.17 Disclosure of Collective Bargaining Agreement with Management & Confidential***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services, that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for Management &amp; Confidential employees, as presented.</p>	<p>Dept/School Cline</p>
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***C.18 Disclosure of Collective Bargaining Agreement with OEA***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services, that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for Oxnard Educators Association (OEA), as presented.</p>	<p>Dept/School Cline</p>
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section C**  
**CONSENT AGENDA**  
 (continued)

***C.19 Setting of Date for Public Hearing – Oxnard School District 2017-18 Adopted Budget***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees set the date of Wednesday, June 7, 2017, for a public hearing on the Oxnard School District 2017-18 Adopted Budget.	Dept/School Cline/ Penanhoat
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***C.20 Setting of Date for Public Hearing – Oxnard School District 2017-18 Local Control Accountability Plan***

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees set the date of Wednesday, June 7, 2017, for a public hearing on the Oxnard School District 2017-18 Local Control Accountability Plan (LCAP).	Dept/School Freeman
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***C.21 Setting of Date for Public Hearing – Sunshine of the Oxnard Educators Association’s (“OEA”) and the Oxnard School District’s (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees set the date of Wednesday, June 7, 2017, for a public hearing on OEA’s and the District’s proposals.	Dept/School Vaca
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***C.22 Approval of Job Duties for New Job Description – Facilities Project and Sustainability/Energy Manager***

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the job duties of Facilities Project and Sustainability/Energy Manager so that a new classification can be taken to the Personnel Commission for approval.	Dept/School Koch
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***C.23 Approval of Job Duties for New Job Description – Parent Support Liaison***

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the job duties of Parent Support Liaison so that a new classification can be taken to the Personnel Commission for approval.	Dept/School Koch
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***C.24 Enrollment Report***

Attached for the Board’s information is the district’s enrollment report for the month of April, 2017.	Dept/School Cline
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***C.25 Purchase Order/Draft Payment Report #16-09***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report #16-09, as submitted.	Dept/School Cline/ Franz
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***C.26 Establish/Abolish/Reduce/Increase Hours of Positions***

It is recommended that the Board approve the establishment, abolishment, reduction or increase in hours for classified positions, as submitted.	Dept/School Koch
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section C**  
**CONSENT AGENDA**  
(continued)

***C.27 Personnel Actions***

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It is recommended that the Board approve personnel actions, as submitted.

Dept/School  
Vaca/Koch

**Note: No new items will be considered after 10:00 p.m. in accordance with  
Board Bylaws, BB 9323 – Meeting Conduct**

**Section D  
ACTION ITEMS**

*(Votes of Individual Board Members must be publicly reported.)*

***D.1 Declaration of Need for Fully Qualified Educators for the 2017-18 School Year (Vaca)***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2017-2018 school year, as presented, and authorize its submission to the State of California Commission on Teacher Credentialing.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***D.2 Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2016-17 Collective Bargaining Agreement (Vaca)***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the 2016-2017 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***D.3 Approval of the Oxnard School District and the California School Employees Association (“CSEA”) Tentative Agreement for the 2016-2017 Collective Bargaining Agreement (Vaca)***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees adopt the 2016-2017 Collective Bargaining Agreement between the Oxnard School District and the California School Employees Association (CSEA), as presented.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***D.4 Approval of Revised 2016-17 Compensation for Management & Confidential Employees (Vaca)***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the 2016-17 compensation revisions for Management & Confidential employees, as presented.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section D**  
**ACTION ITEMS**

*(Votes of Individual Board Members must be publicly reported.)*  
(continued)

***D.5 Consideration of Approval of Salary Increase for Cabinet Members (Morales)***

It is recommended that the Board of Trustees approve the Employment Agreement Amendments for Cabinet Members, as presented.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***D.6 Request for Approval of Agreement #17-01, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2017-2018 (Freeman/Thomas)***

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-01 with City of Oxnard Recreation and Community Services, to provide an afterschool program at each school site in Oxnard School District during the 2017-2018 school year, amount not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities, “Additional Services” for summer school not to exceed \$105,000.00, and Intersession not to exceed \$200,000.00, to be paid with After School Education and Safety (ASES) Grant and Title I Funds.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

**Note: No new items will be considered after 10:00 p.m. in accordance with  
Board Bylaws, BB 9323 – Meeting Conduct**

**Section E**  
**APPROVAL OF MINUTES**

**No minutes will be approved at this meeting.**

**Note: No new items will be considered after 10:00 p.m. in accordance with  
Board Bylaws, BB 9323 – Meeting Conduct**

**Section F**  
**BOARD POLICIES**

(These are presented for discussion or study.  
Action may be taken at the discretion of the Board.)

**No Board Policies will be presented at this meeting.**

**Note: No new items will be considered after 10:00 p.m. in accordance with  
Board Bylaws, BB 9323 – Meeting Conduct**



**Section G  
CONCLUSION**

***G.1 Superintendent's Announcements (3 minutes)***

---

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

Notes:

***G.2 Trustees' Announcements (3 minutes each speaker)***

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The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

Notes:

***G.3 ADJOURNMENT***

---

Moved:  
Seconded:  
Vote:

**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**



# OXNARD SCHOOL DISTRICT

Resolution #16-33

## ***Teacher Appreciation Week 2017 May 8-12, 2017***

**WHEREAS**, our teachers, through their dedication to excellence and commitment to their students, provide to their community and nation a service of immeasurable value; and

**WHEREAS**, teachers provide the vital lessons that enable our youth to mature and reach their fullest potential; and

**WHEREAS**, our students depend on educators to guide them on the path to success; and

**WHEREAS**, teachers mold the minds and train the workforce of the future; and

**WHEREAS**, teaching grows in value and pays dividends far beyond the classroom; and

**WHEREAS**, the guidance, support and inspiration that teachers provide to students are invaluable and contribute tremendously to the well-being of our nation.

**THEREFORE, BE IT RESOLVED**, that the Oxnard School District hereby recognizes and honors the contributions of teachers in the Oxnard School District to quality education and declares the week of May 8-12, 2017 be observed as "*Teacher Appreciation Week 2017*" in the Oxnard School District.

**BE IT FURTHER RESOLVED** that the Board extends, throughout the year, its sincere appreciation to the teachers and support staff members of the Oxnard School District for their extraordinary dedication and professional commitment to the students of Oxnard.

Adopted this 17th day of May, 2017.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: May 17, 2017

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-I: PRELIMINARY \_\_\_\_\_
- SECTION A-II: REPORTS \_\_\_\_\_
- SECTION B: HEARINGS   X
- SECTION C: CONSENT AGENDA \_\_\_\_\_

Agreement Category:

- \_\_\_\_\_ Academic
- \_\_\_\_\_ Enrichment
- \_\_\_\_\_ Special Education
- \_\_\_\_\_ Support Services
- \_\_\_\_\_ Personnel
- \_\_\_\_\_ Legal
- \_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**PUBLIC HEARING RE: NOTICE OF INTENTION TO ADOPT THE PROPOSED RESOLUTION OF NECESSITY #16-26 PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1245.235 (Morales/Cline)**

This being the time and date noticed, the Board of Trustees will conduct a public hearing to receive comments on the Notice of Intention to Adopt a Proposed Resolution of Necessity (“Proposed Resolution”) relative to the Doris Patterson site.

Following the public hearing, the final Resolution of Necessity will be brought forth for the Board’s adoption at a later date.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the District Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees receive any comments on the Notice of Intention to Adopt a Proposed Resolution of Necessity.

**ADDITIONAL MATERIAL**

Attached: Notice of Intention (5 pages)  
Resolution #16-26 (12 pages)



# OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

## NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY

### CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1245.235

**NOTICE IS HEREBY GIVEN** that the Board of Trustees (“Board”) of the Oxnard School District (“District”) will hold a hearing on MAY 17, 2017, at 7:00 pm, or as soon thereafter as the matter may be heard, at the District facilities located at 1051 South A Street, Oxnard, California 93030 to consider the adoption of a Proposed Resolution of Necessity (“Proposed Resolution”). If adopted, the Proposed Resolution will authorize the District to acquire real property by eminent domain to undertake the construction of a new school (the “Project”). The required property is described in legal description and plat map attached to this Notice as Exhibit “A” (“the Property”). You are being sent this notice as your name appears on the last equalized Ventura County assessment roll.

**NOTICE IS FURTHER GIVEN** that you have the right to appear and be heard before the Board at the above scheduled hearing on the following matters and issues, and to have the Board give consideration to your testimony prior to deciding whether or not to adopt the Proposed Resolution:

- a. Whether the public interest and necessity require the Project;
- b. Whether the Property is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- c. Whether the Property sought to be acquired is necessary for the Project; and
- d. Whether the offer required by Government Code section 7267.2 was made to the owner of record.

The District is authorized to acquire property by eminent domain for the Project in accordance with California Constitution, Article 1, section 19 and Code of Civil Procedure sections 1230.010 *et seq.*


**NOTICE IS FURTHER GIVEN** that you must file a written request to be heard within 15 days after this Notice was mailed. California Code of Civil Procedure section 1245.235(b)(3) provides that “[f]ailure to file a written request to appear and be heard within 15 days after the notice was mailed will result in waiver of the right to appear and be heard” on the above matters and issues which are the subject of the hearing. If you desire to be heard, you must file a written request with the Office of the Superintendent, 1051 South A Street, Oxnard, California 93030.

Your written request to be heard must actually be received for filing within 15 days after this Notice was mailed. The date of mailing appears at the end of this Notice.

The amount of the compensation to be paid for the acquisition of the property is not a matter or issue being heard by the Board at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation, in and as determined by a court of law in accordance with the laws of the State of California.

If the Board elects to adopt the Proposed Resolution, then within six months of the adoption of the Resolution, the County will commence eminent domain proceedings in Superior Court. In that proceeding, the Superior Court will determine the amount of compensation to which you are entitled.

**OXNARD SCHOOL DISTRICT**

By:   
Ernest Morrison  
President of the Board of Trustees

Dated and mailed on: 04-28-2017

# **EXHIBIT A**

Exhibit A  
(Legal Description)

A portion of Lot 158, in the City of Oxnard, County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

Said portion of land is described as follows:

Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,

- 1st along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence,
- 2nd along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence,
- 3rd N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence,
- 4th along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning.

Containing an area of 1,088,824.84 square feet or 25.00 acres more or less.

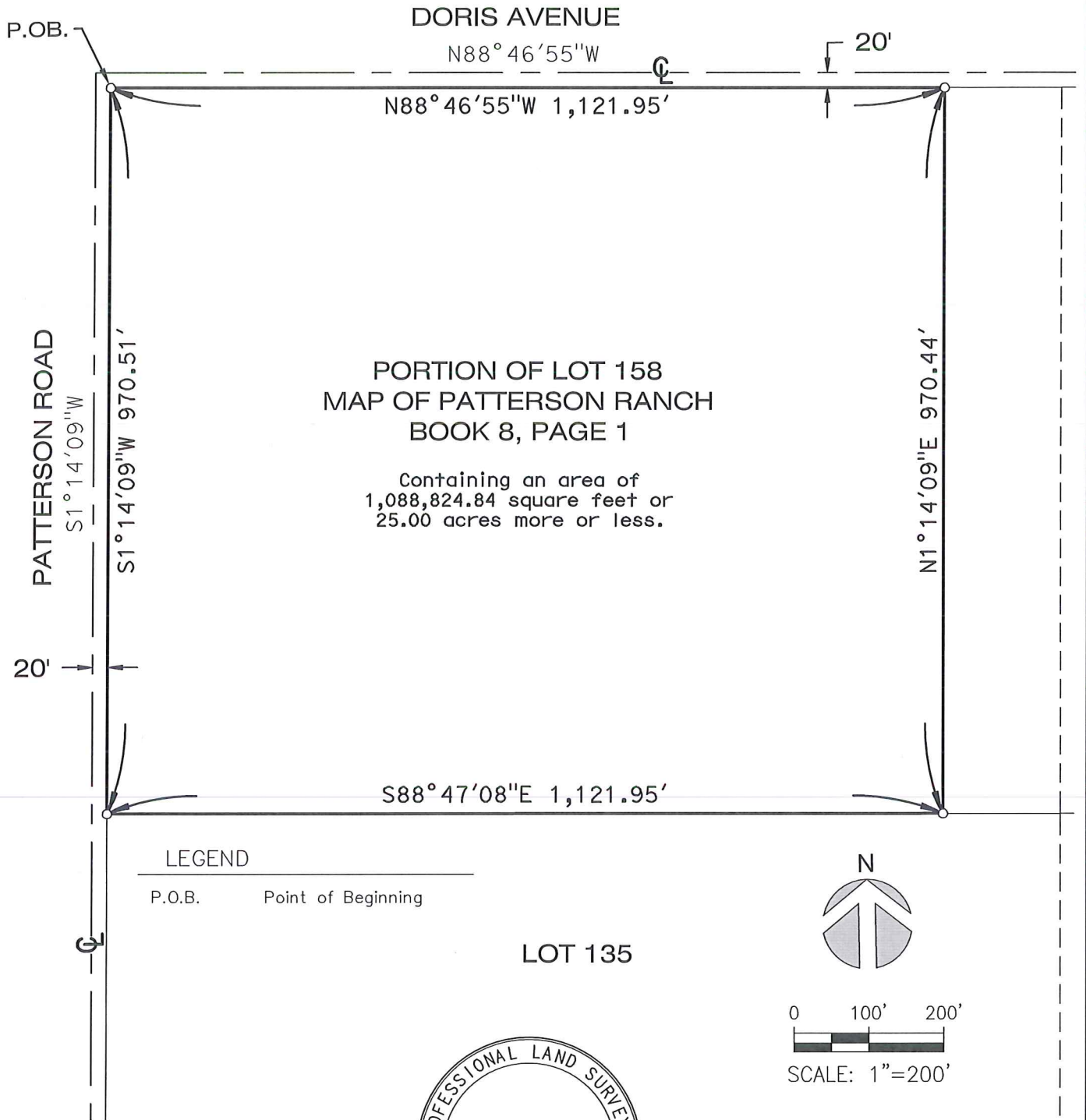
This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Frederick Joseph Tice  
Frederick Joseph Tice, PLS

Date: 1/8/2016



# EXHIBIT "B"



### LEGEND

P.O.B. Point of Beginning



0 100' 200'

SCALE: 1"=200'



4580 E. Thousand Oaks Blvd, Ste 101  
Westlake Village, CA 91362  
805.648.4840 Phone

ENGINEERING  
PLANNING  
SURVEYING  
CONSTRUCTION MANAGEMENT

APN 183-0-070-090  
CITY OF OXNARD  
COUNTY OF VENTURA



**RESOLUTION NO. 16-26**

**RESOLUTION OF THE BOARD OF TRUSTEES OF OXNARD SCHOOL DISTRICT  
DECLARING THE PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY  
OR INTERESTS IN REAL PROPERTY**

**(CODE OF CIVIL PROCEDURE SECTION 1245.220)**

**WHEREAS**, Oxnard School District (“District”) has determined the necessity to acquire real property by eminent domain to undertake the construction of a new school (the “Project”); and

**WHEREAS**, the real property to be acquired for the Project consists approximately 1,088,824.84 square feet, which is more accurately described in legal description and plat map in Exhibit “A,” attached hereto and incorporated herein (“the Property”); and

**WHEREAS**, the District is authorized to acquire the Property and to exercise the power of eminent domain for public use for the Project pursuant to California Constitution Article 1, section 19; California Code of Civil Procedure sections 1230.010 *et seq.*; and other provisions of law; and

**WHEREAS**, on April 28, 2017, the District mailed a notice of hearing on the intent of the Board of Trustees of Oxnard School District to adopt a resolution of necessity for acquisition by eminent domain of the Property, which notice is attached hereto as Exhibit “B.” Notice of this hearing was mailed to all persons whose name(s) appear on the last Equalized Ventura County Assessment Roll as having an interest in the Property, and to the addresses appearing on the Roll. The notice of hearing advised the persons of their right to be heard on the matters referred to in the notice on the date and at the time and place stated; and

**WHEREAS**, the hearing set out in said notice was on May 17, 2017 at the time and place stated therein, and all interested parties were given an opportunity to be heard.

**NOW, THEREFORE, BE IT RESOLVED**, that this Board of Trustees of Oxnard School District hereby finds and determines that:

**SECTION 1:** The Recitals of this Resolution are true and correct in all respects and are fully incorporated herein.

**SECTION 2:** The acquisition of the Property is for a public project intended to construct a new school and is authorized by California Constitution Article 1, section 19, and California Code of Civil Procedure sections 1230.010 *et seq.*

**SECTION 3:** On the basis of the information, evidence and testimony presented to the Board of Trustees of Oxnard School District, the Board declares, finds, and determines that:

- (a) The public interest and necessity require the proposed Project.
- (b) The Project is planned or located in a manner that will be most compatible with the greatest good and the least private injury.

- (c) The Property described in this Resolution is necessary for the proposed Project.
- (d) The offer required by section 7267.2 of the Government Code was made to the owner or owners of record.

SECTION 4: The District has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property described herein.

SECTION 5: The District's counsel or its duly authorized designee is hereby authorized and empowered to bring and pursue an action in the Superior Court of the State of California, against all owners and claimants of the Property to condemn title, and to do all things necessary to prosecute said action to its final determination in accordance with the provision of law applicable thereto including, but not limited to, seeking an order for prejudgment possession pursuant to Code of Civil Procedure section 1255.410. The District's counsel is specifically authorized to take steps and/or procedures are available under the Eminent Domain Law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, Sections 1230.010-1273.050).

**PASSED AND ADOPTED** by the Board of Trustees of Oxnard School District, on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed and certified that a copy of the document has been delivered by electronic or other means to the President, Board of Trustees.

**OXNARD SCHOOL DISTRICT**

\_\_\_\_\_  
Ernest Morrison, President  
Board of Trustees

**ATTEST:**

\_\_\_\_\_  
Debra Cordes,  
Clerk of the Board of Trustees

**APPROVED AS TO FORM AND LEGALITY:**

---

Albert A. Erkel, Jr.  
Oxnard School District Counsel

Attachments to this Resolution:

- Exhibit A: Legal description and plat map of the Property
- Exhibit B: Notice of Intention to Adopt Resolution of Necessity

# **EXHIBIT A**

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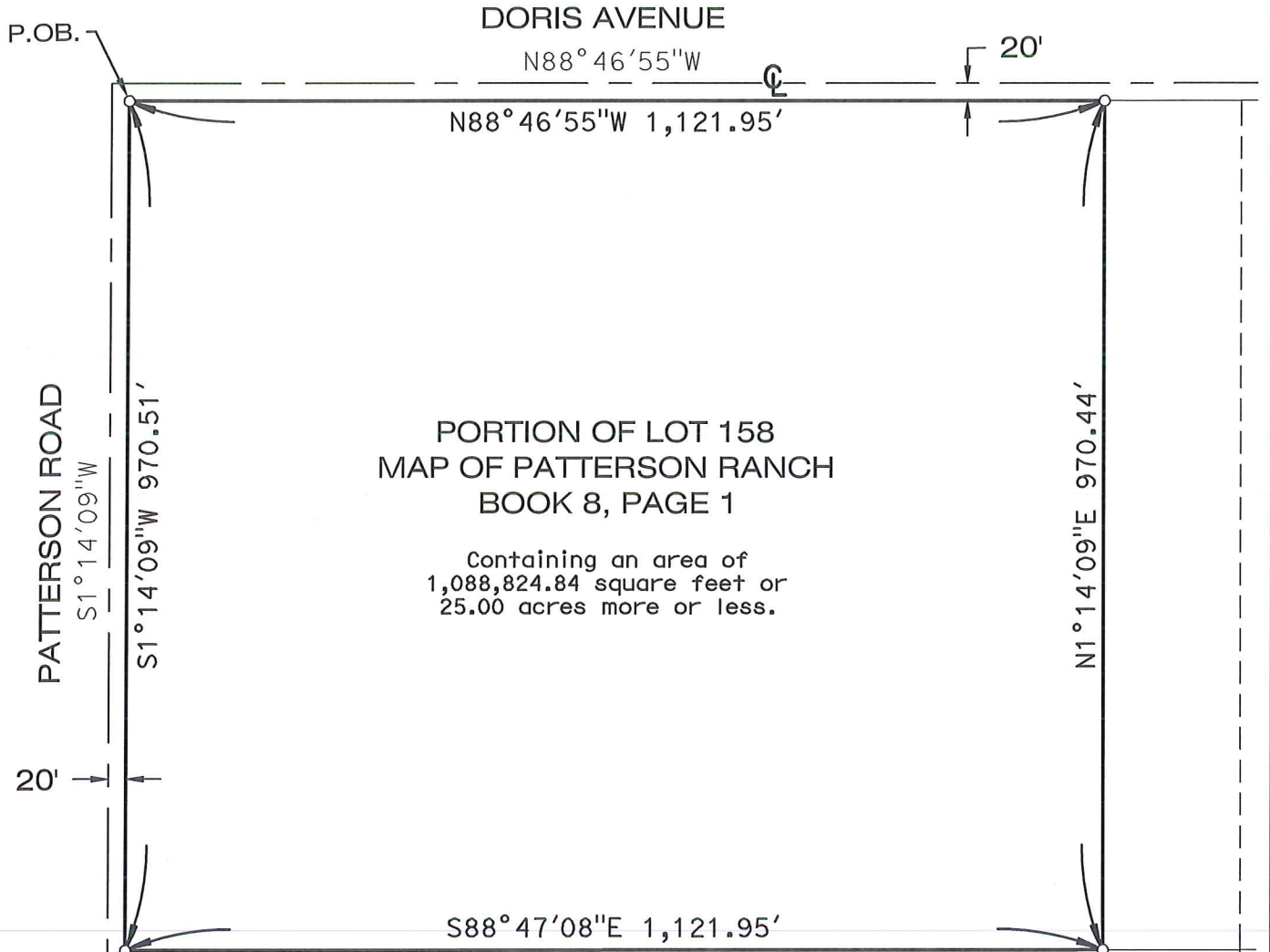
Containing an area of 1,088,824.84 square feet or 25.00 acres more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Frederick Joseph Tice Date: 1/8/2016  
Frederick Joseph Tice, PLS



# EXHIBIT "B"



### LEGEND

P.O.B. Point of Beginning



0 100' 200'

SCALE: 1"=200'



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APN 183-0-070-090  
CITY OF OXNARD  
COUNTY OF VENTURA

# **EXHIBIT B**



# OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

## NOTICE OF INTENTION TO ADOPT RESOLUTION OF NECESSITY

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If the Board elects to adopt the Proposed Resolution, then within six months of the adoption of the Resolution, the County will commence eminent domain proceedings in Superior Court. In that proceeding, the Superior Court will determine the amount of compensation to which you are entitled.

**OXNARD SCHOOL DISTRICT**

By:   
Ernest Morrison  
President of the Board of Trustees

Dated and mailed on: 04-28-2017

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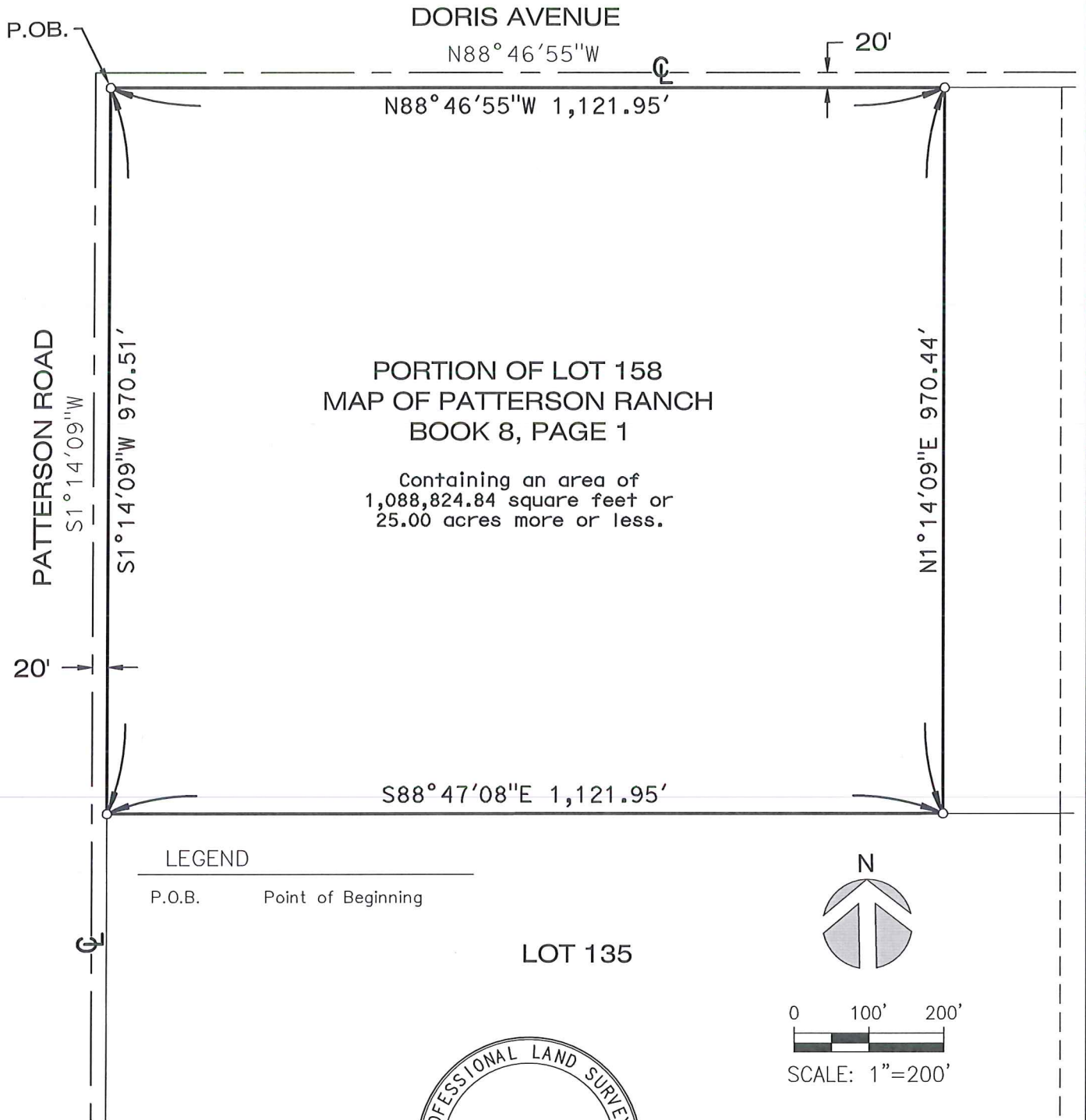
Containing an area of 1,088,824.84 square feet or 25.00 acres more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Frederick Joseph Tice Date: 1/8/2016  
Frederick Joseph Tice, PLS



# EXHIBIT "B"



**MNS**

ENGINEERS INC  
4580 E. Thousand Oaks Blvd, Ste 101  
Westlake Village, CA 91362  
805.648.4840 Phone

ENGINEERING  
PLANNING  
SURVEYING  
CONSTRUCTION MANAGEMENT

APN 183-0-070-090  
CITY OF OXNARD  
COUNTY OF VENTURA



OXNARD SCHOOL DISTRICT  
1051 South "A" Street • Oxnard, California 93030 • 805/385-1501  
[www.oxnardsd.org](http://www.oxnardsd.org)



**Juan Lagunas Soria School**  
3101 Dunkirk Drive, Oxnard, CA 93035  
(805) 385-1584 Fax: (805) 815-4216



**To: Dr. Cesar Morales  
Superintendent**

**From: Aracely Fox  
Principal**

**Date: April 27, 2017**

**RE: Donation of \$150.00**

---

We, at Juan Lagunas Soria School, respectfully request that the Board of Trustees accept the donation to our school of \$150.00 donated by Alice Ortega, 911 Pilot Way, Oxnard, California 93035.

On behalf of Juan L. Soria School, we would like to thank Alice Ortega for the generous donation of \$150.00. Our administrative team truly appreciates this donation to our school. Please provide a letter of appreciation to Alice Ortega.

Parent support to our school and community is much appreciated.

Thank you in advance.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 5/17/17

- A. Preliminary \_\_\_\_\_  
Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
X Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #16-271 – Mad Science of Los Angeles (Freeman/Jenks)**

Mad Science of Los Angeles will provide a Family Science Night on June 1, 2017 for up to 300 students and their parents at McKinna School.

With the advent of the introduction of the Next Generation Science Standards in California schools, Science education is experiencing a renaissance and is increasingly more important for students in order for them to be college and career ready. Parents need to be informed of the new standards and the types of activities that they encompass. Mad Science's event will provide concrete examples of science experiments that encompass some of the standards and will give parents an overview of some concepts that their children will be expected to master. It will also illustrate the engagement that hands-on science provides to students and the learning that can take place as a result of this engagement. The evening will begin with students and parents being introduced to concepts through the "Up, Up and Away" Show. Following this, students and parents will experience hands-on science experiments in five booths that will be set up on the playground. These booths include experiments in Polymer/Slime, Dry Ice, Super Physics, Magnets and Rocks and Minerals. All cover NGSS standards for students in grades K-5. Mad Science provides all personnel with the exception of janitorial services. They set up and break down all of the booths and provide their own sound equipment. The cost for the event is \$3,000.00 or \$10 per student. Parents and younger siblings can participate without charge.

**FISCAL IMPACT:**

\$3,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Principal, McKinna School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-271 with Mad Science of Los Angeles.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-271, Mad Science of Los Angeles (1 Page)  
Certificate of Insurance (2 Pages)

**AGREEMENT #16-271 BETWEEN  
MAD SCIENCE AND OXNARD SCHOOL DISTRICT  
FOR FAMILY SCIENCE NIGHT  
FOR MCKINNA SCHOOL**

The scope of this document is to define the roles and responsibilities of Mad Science in providing lessons and activities for McKinna School in the Oxnard School District (OSD). The purpose is to provide Mad Science Family Science Night activities for McKinna students and families on the McKinna playground.

This serves as a Memorandum of Understanding and Responsibility Agreement that Mad Science and **Oxnard School District** will work together toward promoting and providing age appropriate science activities at McKinna School for the students and their families. Both the agency and consultant, according to their defined roles, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Mad Science agrees to:**
  - a. Provide Science activities for the Family Science Night aligned to the NGSS.
  - b. Provide a presentation at the beginning of the evening and hands-on science activities aligned to the NGSS. All materials will be provided by Mad Science. Mad Science will also set up and break down the booths and any other equipment used in the presentations.
  - c. Certify that presenters have been fingerprinted and TB tested.
  - d. Carry insurance that conforms to the district requirements for liability, workers' compensation, abuse and molestation.
  
2. **Oxnard School District agrees to:**
  - a. Compensate Mad Science for the Family Science Night presentation at McKinna School at the following rates:
    - i. Compensate Mad Science at a rate of \$3,000.00 for above services for up to 300 students and their families on the evening of June 1, 2017 from 6:30 – 8:30 p.m. (Additional time will be required for set up and break down of booths and other equipment used and this is included in the cost.)

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented May 18, 2017 through June 16, 2017.

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Lisa A. Franz, Director, Purchasing*

\_\_\_\_\_  
*Date:*

**MAD SCIENCE OF LOS ANGELES:**

\_\_\_\_\_  
*Lisa Balmain-Nadasdy, Sales Representative*

\_\_\_\_\_  
*Date:*

*Mad Science of Los Angeles*  
*Sparkling, Imaginative, Learning*  
15815 Monte St. Unit 101  
Sylmar, CA 91342  
Phone: 818-909-6777  
Fax: 818-909-6771  
<http://www.madscience.org/losangeles>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/2016

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

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

<b>PRODUCER</b> Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604	<b>CONTACT NAME:</b> PHONE (A/C. No., Ext): 419-255-1020		FAX (A/C. No.): 419-255-7557
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> M&JKI-1 M&J Kids Scientific Inc dba Mad Science of Los Angeles 15815 Monte St, Ste 101 Sylmar CA 91342	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Ins Co		18058
	<b>INSURER B:</b> Hartford Accident and Indemnity Com		22357
	<b>INSURER C:</b> Philadelphia Insurance Companies		6777
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 808234112                      **REVISION NUMBER:**

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

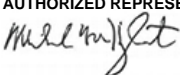
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		PHPK1506696	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 A&M \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1506696	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB543757	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	45WECBW5158	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oxnard School District is and Additional Insured per form CG2026.

**CERTIFICATE HOLDER**

**CANCELLATION**

Oxnard School District 1051 S. A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  Oxnard School District  1051 S. A Street  Oxnard CA 93030</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_ Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
 Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #16-276 – Western Governors University (Vaca/Gern)**

Oxnard School District and Western Governors University will establish a partnership to provide candidates an opportunity to complete their degree in MSN Nursing, RN to BSN Nursing, and Health Information Management. Oxnard School District will provide properly qualified supervision from a school nurse.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees approve Agreement #16-276 with Western Governors University.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-276, Western Governors University (7 Pages)  
Certificate of Insurance (10 Pages)



## EDUCATION AFFILIATION AGREEMENT

(AAMC Model Agreement)

This Education Affiliation Agreement (“Agreement”), effective on the date of the last signature shown below (“Effective Date”), is made between Western Governors University (“University”) and Oxnard School District (“Host Agency”).

### Recitals

Whereas, University has accredited masters and baccalaureate completion degree nursing programs, and an accredited baccalaureate degree health information management program.

Whereas, health facilities, healthcare organizations, and community and/or public health centers are appropriate sites for applied learning experiences for students, and Host Agency agrees to accept students enrolled in the following programs at University (check all that apply):

- MSN Nursing
- RN to BSN Nursing
- Health Information Management

WHEREAS, students of University are to be provided with an applied learning experience within the Host Agency’s practice setting under the supervision and direction of University faculty with the goal of developing the students’ competence.

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for students of University.

WHEREAS, this Agreement is intended and shall be interpreted to meet University’s accreditation standards related to affiliation agreements with affiliates which require at a minimum:

- Host Agency will provide student, and faculty if applicable, access to appropriate resources for student education.
- University is ultimately responsible for the education program, academic affairs, and the evaluation of students.
- University is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- The shared responsibility of University and Host Agency for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

#### A. Responsibilities of University

1. University will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign

to Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of University's curriculum.

2. University will retain ultimate responsibility for the education and evaluation of its students. University's representative for this Agreement shall be a faculty member appointed and assigned by University, who will be responsible for student teaching and evaluation provided pursuant to this Agreement.

3. University will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. University will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. University will require all participating students to maintain health insurance and provide proof of health insurance to University. Host Agency may request the student provide proof of health insurance prior to beginning of the training experience.

5. University will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with University, except as such requirements are otherwise waived. If applicable, Host Agency shall notify the student of any requests for evidence of criminal background test or immunization. University will inform the student of his/her responsibility to provide evidence to Host Agency of any required criminal background checks or immunizations, when requested. Host Agency shall notify University of its requirements of an acceptable criminal background check and required immunizations. A background check fingerprint clearance report will be required and a negative Tuberculosis test result documentation will be required for all participating students. University will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not Host Agency.

6. University will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. If requested by Host Agency, University will provide instruction to Host Agency's staff with respect to University's expectations regarding evaluation of University's students at Host Agency.

8. University shall carry and maintain at least \$1,000,000 per occurrence and \$2,000,000 in General Aggregate commercial general liability insurance including Workers Compensation of at least \$1,000,000 per occurrence, Automobile Liability of at least \$1,000,000 and Abuse and Molestation of at least \$1,000,000 per occurrence and provide District with an additional covered party endorsement naming the District as an additional covered party. University shall provide certificates of insurance to District during the term of this Agreement to keep the contract in force. If the University changes insurance carriers, District must be notified thirty (30) days prior to change. The Parties agree District is not responsible for maintaining workers' compensation coverage for students of the University.

## **B. Responsibilities of Host Agency**

1. Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, Host Agency will provide students and faculty with access to appropriate resources for student education including: a) access to patients at Host Agency facilities in an appropriately supervised environment, as applicable, in which the students can complete University's curriculum; b) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; c) computer

access; d) secure storage space for students' personal items when at Host Agency; and e) access to call rooms, if necessary.

2. Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the applied learning experience. Host Agency and its staff will provide such supervision of the applied learning experience as is reasonable and appropriate to the circumstances and to the student's level of training.

3. Host Agency staff will, upon request, assist University in the evaluation of the learning and performance of participating students by completing evaluation forms provided by University and returned to University in a timely fashion.

4. Host Agency will provide for the orientation of University's participating students as to Host Agency's rules, regulations, policies, and procedures.

5. Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Host Agency, Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host Agency does not have the resources to provide such emergency care, Host Agency will refer such student to the nearest emergency facility. University will define, for its students, who bears financial responsibility for any charges generated.

6. To the extent Host Agency generates or maintains educational records related to the participating student, Host Agency agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to University's records is required by Host Agency to carry out the program.

7. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. Host Agency will provide written notification to University promptly if a claim arises involving a student. Host Agency and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. Host Agency will notify University's representative if such an action is required.

10. Host Agency shall identify a site coordinator from among its staff who will communicate and cooperate with University's representative to ensure faculty and student access to appropriate resources for the applied learning experience.

### **C. Mutual Responsibilities**

1. Representatives for each party will be established on or before the execution of this Agreement and set forth in Exhibit A.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between University and Host Agency representatives to resolve any problems or develop any improvements in the operation of the applied learning experience.

3. University will provide qualified and competent individuals in adequate number for the instruction, evaluation, and supervision of students using University facilities. Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using Host Agency facilities.

4. University and Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. University, including its faculty, staff, and students, and Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at Host Agency. Host Agency will immediately notify the appropriate office of University in writing if such an action is required and the reasons for such action. University may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. University will notify Host Agency if such action is required.

### **D. Term and Termination**

This Agreement is effective upon execution by both parties and will continue indefinitely or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at Host Agency will be permitted to complete any previously scheduled assignment at Host Agency.

### **E. Employment Disclaimer**

The students participating in the program will not be considered employees or agents of Host Agency or University for any purpose. Students will not be entitled to receive any compensation from Host Agency or University or any benefits of employment from Host Agency or University, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of University.

### **F. Health Insurance Portability and Accountability Act**

Students participating in the applied learning experience pursuant to this Agreement are members of Host Agency's workforce for purposes of the Health Insurance Portability and

Accountability Act (HIPAA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Host Agency and, as stated in paragraph E, above, does not establish an employment relationship.

**G. No Agency Relationship Between the Parties**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

**H. Indemnification**

University shall defend, indemnify and hold the District, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

District shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

**I. Assignment**

This Agreement will not be assigned by either party without the prior written consent of the other.

**J. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. For purposes of this Agreement, the exchange of executed copies by facsimile or scanned image shall be treated as originals.

**K. No Special Damages**

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

**L. Notices**

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated at the end of this Agreement.

**M. No Payments**

No payments shall be made between the parties or to the students in connection with this Agreement.

**N. Severability**

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

**O. Headlines**

Headlines in this Agreement are for convenience only.

**P. Entire Agreement**

This Agreement contains the entire agreement of the parties as it relates to this subject matter and may be modified only by a written instrument properly executed by both parties.

IN WITNESS WHEREOF, authorized representatives of each party have executed this Agreement as of the Effective Date.

UNIVERSITY

HOST AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lisa A. Franz  
Title: Director, Purchasing  
Date: \_\_\_\_\_

University Notice Address:  
Western Governors University  
4001 South 700 East, Suite 700  
Salt Lake City, UT 84107  
Attn: General Counsel

Host Agency Notice Address:  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
Attn: Teri Gern



**Exhibit A**  
**Program Coordination**

The following are designated as the primary contacts to coordinate the academic and clinical aspects of the applied learning experience under the Agreement.

University

MSN: [healthplacement@wgu.edu](mailto:healthplacement@wgu.edu)

RN to BSN: [nursingops@wgu.edu](mailto:nursingops@wgu.edu)

Health Information Management: [healthplacement@wgu.edu](mailto:healthplacement@wgu.edu)

Host Agency

Oxnard School District

Teri Gern, Director – Certificated Human Resources

[tgern@oxnardsd.org](mailto:tgern@oxnardsd.org)

If Host Agency has multiple facilities covered under this Agreement, Host Agency will provide a list of facilities covered and a method for contacting the appropriate representative at each facility.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/29/2017

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

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

<b>PRODUCER</b> Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	<b>CONTACT NAME:</b> Nicole Richards <b>PHONE (A/C No. Ext):</b> (801)325-5000 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C No.):</b> (801)532-2804
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Western Governors University 4001 South 700 East, Ste 700 Salt Lake City UT 84107	<b>INSURER A:</b> Philadelphia Indemnity Ins Co	
	<b>INSURER B:</b> Philadelphia Insurance Co.	
	<b>INSURER C:</b> Pacific Indemnity Company	
	<b>INSURER D:</b> American Casualty Company of	
	<b>INSURER E:</b> Hartford Insurance Group	
<b>INSURER F:</b>		<b>NAIC #</b> 20346


**COVERAGES**                      **CERTIFICATE NUMBER:** CL1513029806                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		PHPK1607810	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Abuse & Molestation						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> \$1M Each Occ/\$1M Agg						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
E	<b>AUTOMOBILE LIABILITY</b>			34UUNAQ6275	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			PHUB571971	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		N/A	71739853	4/30/2016	4/30/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Medical Professional Liability</b>			0127294202	8/10/2016	8/10/2017	Each Claim \$ 2,000,000
							Aggregate \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Medical Professional Liability: Coverage extends to students in the following programs-BS Nursing Pre License, BS Nursing RN BSN, MS Nursing, Health Informatics, and MBA Healthcare Management Capstone

Oxnard School District is included as an additional insured on the general liability policy when required by written contract as provided by the blanket additional insured endorsement.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Regan Guth/NR 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY DELUXE ENDORSEMENT  
SCHOOLS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured -- Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured -- By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
  - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;
  - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words “Fire insurance” are changed to “insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:
  - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$300,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**B. Extended “Property Damage”**

**SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

- a. **Expected or Intended Injury**  
 “Bodily Injury” or “Property Damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.**

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

**F. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

**G. SECTION II - WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
  - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
  - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
  - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
    - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:  
 This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
    - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
    - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
    - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
    - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      - (ii) Supervisory, inspection, or engineering services.
  - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
    - (a) To any "occurrence" which takes place after the equipment lease expires; or
    - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
  - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
    - (a) Any "occurrence" which takes place after you cease to lease that land; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

**H. Per Campus – General Aggregate**

1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
  - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - (a) Insureds;
    - (b) Claims made or "suits" brought; or
    - (c) Persons or organizations making claims or bringing "suits".
  - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
  - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. **SECTION V – DEFINITIONS** is amended by adding the following:

“Campus” is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**I. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in Paragraph **2.a.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
  
2. The requirement in Paragraph **2.b.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

**J. Other Insurance – Primary Additional Insured**

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
  
- b. Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
  - (1) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for “your work”;
  - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
  - (3) If the loss arises out of the maintenance or use of aircraft, “autos” or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g.**

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or “suit” that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:



- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

**K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy**

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. OTHER INSURANCE**, Paragraph **b. Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph **g.**; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**L. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**M. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**N. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph **3.** is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

**O. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph **14. b.** is revised to read:
  - b. Malicious prosecution or abuse of process:
- 2. **SECTION V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**P. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**Q. Science Laboratory "Occurrence"**

**SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

**R. Medical Incident Liability-Nurse and Athletic Trainer**

1. **SECTION II – WHO IS AN INSURED, Subparagraph 2.a. (1) (d)** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_ Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
X Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Amendment #1 to Agreement #16-114 – Casa Pacifica School  
(Freeman/Sugden)**

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At the Board meeting of October 5, 2016, the Board of Trustees approved Agreement #16-114 with Casa Pacifica, to provide Non-Public School services for student named below during the 2016-2017 school year, in the amount not to exceed \$39,600.00.

The original agreement amount did not include the cost of Speech Therapy Services. Amendment #1 in the amount of \$640.00 includes the additional cost of the Speech Therapy Services.

**Student:** SK032703

**FISCAL IMPACT:**

Speech Therapy Services: \$128.00 hourly rate x 1 hour/month x 5 months = \$640.00  
(Including Extended School Year; ESY)

**Grand Total:** \$640.00 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #16-114 with Casa Pacifica School, NPS, in the amount not to exceed \$640.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1, Casa Pacifica School (1 Page)

**AMENDMENT #1 TO AGREEMENT #16-114 with  
CASA PACIFICA, NON-PUBLIC SCHOOL  
May 17, 2017**

At the Board meeting of October 5, 2016, the Board of Trustees approved Agreement #16-114 with Casa Pacifica, for Non-Public School services for student named below for the 2016-2017 school year, in the amount not to exceed \$39,600.00.

The original agreement amount did not include the cost of Speech Therapy Services. Amendment #1 in the amount of \$640.00 includes the additional cost of the Speech Therapy Services.

**Student:** SK032703

\$128.00 hourly rate x 1 hour/month x 5 months = \$640.00  
(Including Extended School Year; ESY)

**CASA PACIFICA, NON-PUBLIC SCHOOL, OXNARD, CA**

By: \_\_\_\_\_  
Michael Redard, Chief Financial Officer

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_ Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - X   Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Amendment #1 to Agreement #16-115 – Casa Pacifica School (Freeman/Sugden)**

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At the Board meeting of October 5, 2016, the Board of Trustees approved Agreement #16-115 with Casa Pacifica, to provide Non-Public School services for student named below during the 2016-2017 school year, in the amount not to exceed \$39,600.00.

The original agreement amount did not include the cost of Speech Therapy Services. Amendment #1 in the amount of \$256.00 includes the additional cost of the Speech Therapy Services.

**Student:** CN010103

**FISCAL IMPACT:**

Speech Therapy Services: \$128.00 hourly rate x 2 hours/year = \$256.00  
(Including Extended School Year; ESY)

**Grand Total:** \$256.00 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #16-115 with Casa Pacifica School, NPS, in the amount not to exceed \$256.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1, Casa Pacifica School (1 Page)

**AMENDMENT #1 TO AGREEMENT #16-115 with  
CASA PACIFICA, NON-PUBLIC SCHOOL  
May 17, 2017**

At the Board meeting of October 5, 2016, the Board of Trustees approved Agreement #16-115 with Casa Pacifica, for Non-Public School services for student named below for the 2016-2017 school year, in the amount not to exceed \$39,600.00.

The original agreement amount did not include the cost of Speech Therapy Services. Amendment #1 in the amount of \$256.00 includes the additional cost of the Speech Therapy Services.

**Student:** CN010103

\$128.00 hourly rate x 2 hours/year = \$256.00  
(Including Extended School Year; ESY)

**CASA PACIFICA, NON-PUBLIC SCHOOL, OXNARD, CA**

By: \_\_\_\_\_  
Michael Redard, Chief Financial Officer

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 5/17/17

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
 X  Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #16-272 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

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It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2016-2017 school year, to provide exceptional services to a special education student that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

**Student:** VV030307

**FISCAL IMPACT:**

\$6,080.48 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-272 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$6,080.48.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-272, Ventura County Office of Education (1 Page)





# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **August 17, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

VV030307

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire** School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services during transportation to and from school, 60 min daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2016 (IEP date= 5/5/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> (8/17/2016-4/25/2017) \$ <u>6,080.48</u>	+	UPCOMING: <u>2017-2018</u> \$ _____
------------------------------------------------------------------	--------------------------------------------------------------------------	---	----------------------------------------

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
 Signature Lisa A. Franz

Title: Director, Purchasing

Date: \_\_\_\_\_

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
 Special Education Authorized Representative

Approved By: \_\_\_\_\_  
 Business Services Authorized Representative

Date: \_\_\_\_\_

Estimated Cost \$ 6,080.48 (for 16-17 Fiscal Year Only)

Please submit **two** original copies Oxnard School District-Purchasing Department

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_ Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #16-277 – Department of General Services/Office of Administrative Hearings (Vaca)**

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The Department of General Services/Office of Administrative Hearings (OAH) will provide Administrative Law Judges to conduct and oversee hearings, pursuant to Government Code §27727, when the District is required to take matters before the OAH under the California Education Code and/or the California Government Code.

**Term of Agreement:** May 1, 2017 to May 1, 2022

**FISCAL IMPACT:**

Not to exceed \$48,000.00 for the 5-year term – Certificated HR General Fund

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #16-277 with the Department of General Services/Office of Administrative Hearings.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-277, Department of General Services/Office of Administrative Hearings (5 Pages)

**STANDARD AGREEMENT**

AGREEMENT NUMBER

- 1. This Agreement is entered into between:
  - LOCAL AGENCY'S NAME  
**Oxnard School District**
  - CONTRACTOR'S NAME  
**Department of General Services / Office of Administrative Hearings**
- 2 The term of this Agreement is: **Upon the date of approval and execution by all parties through five years**
- 3. The maximum amount of this Agreement is: **\$ 48,000.00**  
**Forty Eight Thousand Dollars and No Cents**
- 4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit C – General Terms and Conditions	1 pages

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME  
**Office of Administrative Hearings**

BY (Authorized Signature) 	DATE SIGNED(Do not type)
------------------------------------------------------------------------------------------------------------------	--------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Cheryl Hill, Staff Services Manager I**

ADDRESS  
**2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833**

**LOCAL AGENCY**

LOCAL AGENCY NAME  
**Oxnard School District**

BY (Authorized Signature) 	DATE SIGNED(Do not type) <b>5-1-17</b>
------------------------------------------------------------------------------------------------------------------	-------------------------------------------

**I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.**

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Jesus Vaca, Assistant Superintendent**

ADDRESS  
**1051 S. A Street, Oxnard, CA 93030**

## EXHIBIT A

### SCOPE OF WORK

1. Upon request of Oxnard School District (hereinafter referred to as "Local Agency"), Department of General Services, Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) to the Local Agency, for the purpose of conducting hearings pursuant to Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

The Local Agency agrees to provide OAH a written request for hearing with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided.

The Local Agency agrees to inform OAH if the hearing is to be recorded or if a court reporter is required. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required.

In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the cost of rendering such services at the rate established at the time the services are rendered. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued.

The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually.

The Local Agency further agrees to be responsible for the full costs of any service provided by OAH regardless of any agreement the Local Agency may have with a third party.

The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract and may be extended by amendment.

2. The services shall be performed at a location convenient for all parties.
  
3. The project representatives during the term of this agreement will be:

Office of Administrative Hearings	Local Agency: Oxnard School District
Name: Alan Alvord	Name: Jesus Vaca
Phone: 619-525-4475	Phone: (805) 385-1501
Fax: 916-263-0545	Fax: (805) 486-3408
Email: <a href="mailto:Alan.Alvord@dgs.ca.gov">Alan.Alvord@dgs.ca.gov</a>	Email: <a href="mailto:jvaca@oxnardsd.org">jvaca@oxnardsd.org</a>

Direct all inquiries to:

Office of Administrative Hearings	Local Agency: Oxnard School District
	Section/Unit:
Attention: Tim Dean	Attention: Jesus Vaca
Address: 2349 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833	Address: 1051 S A Street, Oxnard, CA 93030
Phone: 916-263-0653	Phone: (805) 385-1501
Fax: 916-263-0545	Fax: (805) 486-3408
Email: <a href="mailto:tim.dean@dgs.ca.gov">tim.dean@dgs.ca.gov</a>	Email: <a href="mailto:jvaca@oxnardsd.org">jvaca@oxnardsd.org</a>

4. OAH will retain the administrative record, including electronic recording for 30 days following the issuance of a decision / proposed decision. After 30 days, OAH will transmit the complete record to the Local Agency unless the Local Agency directs otherwise. Decisions / Proposed Decisions and closed case files shall be directed to:

Local Agency: Oxnard School District
Section/Unit:
Attention: Jesus Vaca
Address: 10510 S A Street, Oxnard, CA 93030
Phone: (805) 385-1501
Fax: 8054863408
Email: <a href="mailto:jvaca@oxnardsd.org">jvaca@oxnardsd.org</a>

## EXHIBIT B

### **1. INVOICING AND PAYMENT**

- A. For services rendered in accordance with the Scope of Work, and upon receipt and approval of the invoices, the Local Agency agrees to compensate the Department of General Services, Office of Administrative Hearings, for actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges will include filing fees, Administrative Law Judge hourly rates, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at <http://www.dgs.ca.gov/ofs/Pricebook.aspx>
- B. The OAH shall be paid not more frequently than monthly, in arrears, upon submission of an original invoice, which properly details all charges, expenses, direct and indirect costs.

## EXHIBIT C

### **GENERAL TERMS AND CONDITIONS**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. CANCELLATION/TERMINATION:
  - A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
  - B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
  - C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH shall meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 5/17/17

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_
- A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
X Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Award of Formal Bid #16-05 and Approval of Agreement #16-273 for Haydock Sewer Repair/Replacement (Cline/Fateh)**

---

Formal bids were solicited for Bid #16-05, Haydock Sewer Repair/Replacement, pursuant to Public Contract Code 20110. Two bids were received and opened at 2:00 p.m., Thursday, April 27, 2017. The bid summary is attached.

It is requested that the Board of Trustees award Bid #16-05 to Kiwitt's General Building Contractor, as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$128,000.00, and enter into Agreement #16-273 to perform the project. The project will be funded through Deferred Maintenance Funds.

**FISCAL IMPACT:**

\$128,000.00 – Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #16-05 Haydock Sewer Repair/Replacement, in the total amount of \$128,000.00, and enter into Agreement #16-273 with Kiwitt's General Building Contractor.

**ADDITIONAL MATERIALS:**

**Attached:** Bid Summary (1 Page)  
Agreement #16-273, Kiwitt's General Building Contractor (3 Pages)





**SECTION 00310**

**AGREEMENT #16-273**

**THIS AGREEMENT** is made this 17th day of May, 2017, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Kiwitt's General Building Contractor, hereinafter called the "Contractor", with a principal place of business located at P.O. Box 1359, Somis, CA 93066-1359.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

**Bid #16-05**  
**Haydock Sewer Repair/Replacement**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**1.02 Contract Time.**

Final completion of the work shall be achieved as indicated below:

**Phase 1:**  
**Administrative Phase      Start:** Anticipated NTP on or about 5/18/17      **Completion:** 6/18/17

**Phase 2:**  
**Construction Phase      Start:** 6/19/17      **Final Completion:** 8/14/17

*Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.*

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Hundred Twenty-Eight Thousand Dollars and No Cents (\$128,000.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Certificate of Workers Compensation
Instructions for Bidders	Drug Free Workplace Certification
Bid Proposal	Fingerprinting Certificate
Subcontractors List	DVBE Participation Goal
Non-Collusion Affidavit	Guarantee
Statement of Bidder's Qualifications	Project Forms
Bid Security	General Conditions
Agreement	Special Conditions
Labor and Material Payment Bond	Specifications
Performance Bond	Drawings
Cert of Contractor & Subcontractor DIR Reg	

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**OXNARD SCHOOL DISTRICT,**  
a California School District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_  
Lisa Cline, Deputy Superintendent, Business &  
Fiscal Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Seal)

**END OF SECTION**

**OSD BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 5/17/17

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_
- A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
 X  Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Award of Formal Bid #16-06 and Approval of Agreement #16-274 for Curren School Fire Sprinkler Corrections (Cline/Fateh)**

---

Formal bids were solicited for Bid #16-06, Curren School Fire Sprinkler Corrections, pursuant to Public Contract Code 20110. Two bids were received and opened at 2:00 p.m., Tuesday, May 2, 2017. The bid summary is attached.

It is requested that the Board of Trustees award Bid #16-06 to Kiwitt's General Building Contractor, as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$167,000.00, and enter into Agreement #16-274 to perform the project. The project will be funded through Deferred Maintenance Funds.

**FISCAL IMPACT:**

\$167,000.00 – Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #16-06 Curren School Fire Sprinkler Corrections, in the total amount of \$167,000.00, and enter into Agreement #16-274 with Kiwitt's General Building Contractor.

**ADDITIONAL MATERIALS:**

**Attached:** Bid Summary (1 Page)  
Agreement #16-274, Kiwitt's General Building Contractor (2 Pages)

**OXNARD SCHOOL DISTRICT**

School/Dept: Curren School  
 Project Description: Fire Sprinkler Corrections  
 O.S.D. BID NO. 16-06  
 Date: Tuesday, May 2, 2017 - 2:00PM



BIDDER	BASE BID	Sub List	Non Collusion	Bid Qual	Bid Bond	Job Walk Conf
Ardalan Const.	175,500	✓	✓	✓	✓	✓
Kiwitt's Gen Bldg	167,000	✓	✓	✓	✓	✓

**SECTION 00310**

**AGREEMENT #16-274**

**THIS AGREEMENT** is made this 17th day of May, 2017, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Kiwitt's General Building Contractor, hereinafter called the "Contractor", with a principal place of business located at P.O. Box 1359, Somis, CA 93066-1359.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

**Bid #16-06**  
**Curren School Fire Sprinkler Corrections**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**1.02 Contract Time.** Final completion of the work shall be achieved as indicated below:

**Phase 1: Administrative Phase**      **Start:** Anticipated NTP on or about 5/18/17      **Completion:** 6/18/17

**Phase 2: Construction Phase**      **Start:** 6/19/17      **Final Completion:** 8/14/17

*Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.*

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Hundred Sixty-Seven Thousand Dollars and No Cents (\$167,000.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

- |                                        |                                     |
|----------------------------------------|-------------------------------------|
| Notice to Contractors Calling for Bids | Certificate of Workers Compensation |
| Instructions for Bidders               | Drug Free Workplace Certification   |
| Bid Proposal                           | Fingerprinting Certificate          |
| Subcontractors List                    | DVBE Participation Goal             |
| Non-Collusion Affidavit                | Guarantee                           |
| Statement of Bidder's Qualifications   | Project Forms                       |
| Bid Security                           | General Conditions                  |
| Agreement                              | Special Conditions                  |
| Labor and Material Payment Bond        | Specifications                      |
| Performance Bond                       | Drawings                            |

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**OXNARD SCHOOL DISTRICT,**  
a California School District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_  
Lisa Cline, Deputy Superintendent, Business &  
Fiscal Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

**END OF SECTION**



**OSD BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 5/17/17

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_
- A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
X Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Award of Formal Bid #16-03 and Approval of Agreement #16-275 for San Miguel Pre-School New Portable Classrooms (Cline/Fateh)**

---

Formal bids were solicited for Bid #16-03, San Miguel Pre-School New Portable Classrooms, pursuant to Public Contract Code 20110. Five bids were received and opened at 2:00 p.m., Friday, April 28, 2017. The bid summary is attached.

It is requested that the Board of Trustees award Bid #16-03 to Viola Inc., as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$819,000.00, and enter into Agreement #16-275 to perform the project. The project will be funded through Deferred Maintenance Funds

**FISCAL IMPACT:**

\$819,000.00 – Deferred Maintenance One Time Funds

**RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #16-03 San Miguel Pre-School New Portable Classrooms, in the total amount of \$819,000.00, and enter into Agreement #16-275 with Viola Inc.

**ADDITIONAL MATERIALS:**

**Attached:** Bid Summary (1 Page)  
Agreement #16-275, Viola Inc. (2 Pages)  
Site Plan (1 Page)  
Staging Area (1 page)

**OXNARD SCHOOL DISTRICT**

School/Dept: San Miguel Pre-School  
 Project Description: New Portable Classrooms  
 O.S.D. BID NO. 16-03  
 Date: Friday, April 28, 2017 - 2:00PM



BIDDER	BASE BID	Add.'s 1-3	Sub List	Non Collusion	Bid Qual	Bid Bond	Job Walk Conf
Ardalan Const	1,058,000 -	✓	✓	✓	✓	✓	✓
EJS Const	830,000	✓	✓	✓	✓	✓	✓
GRS Const	826,000	✓	✓	✓	✓	✓	✓
Taft Electric	1,098,000	✓	✓	✓	✓	✓	✓
Viola	819,000	1+2	✓	✓	✓	✓	✓

**SECTION 00310**

**AGREEMENT #16-275**

**THIS AGREEMENT** is made this 17th day of May, 2017, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the “District” and Viola Inc., hereinafter called the “Contractor”, with a principal place of business located at P.O. Box 5624, Oxnard, CA 93031-5624.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

**Bid #16-03**  
**San Miguel Pre-School – New Portable Classrooms**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**1.02 Contract Time.** Final completion of the work shall be achieved as indicated below:

**Phase 1: Administrative Phase**      **Start:** Anticipated NTP on or about 5/15/17      **Completion:** 6/18/17

**Phase 2: Construction Phase**      **Start:** 6/19/17      **Final Completion:** 8/14/17

*Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.*

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Eight Hundred Nineteen Thousand Dollars and No Cents (\$819,000.00). The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

- |                                            |                                     |
|--------------------------------------------|-------------------------------------|
| Notice to Contractors Calling for Bids     | Certificate of Workers Compensation |
| Instructions for Bidders                   | Drug Free Workplace Certification   |
| Bid Proposal                               | Fingerprinting Certificate          |
| Subcontractors List                        | DVBE Participation Goal             |
| Non-Collusion Affidavit                    | Guarantee                           |
| Statement of Bidder's Qualifications       | Project Forms                       |
| Bid Security                               | General Conditions                  |
| Agreement                                  | Special Conditions                  |
| Labor and Material Payment Bond            | Specifications                      |
| Performance Bond                           | Drawings                            |
| Cert of Contractor & Subcontractor DIR Reg |                                     |

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**OXNARD SCHOOL DISTRICT,**  
a California School District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_  
Lisa Cline, Deputy Superintendent, Business &  
Fiscal Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

**END OF SECTION**





Search Google Maps

Map

San Miguel Special Education

BLDG 1  
BLDG 2  
BLDG 3

PARKING LOT

STAGING AREA

Construction Temp Fencing, accommodate & provide access for delivery of portables by others

Measure distance  
Click on the map to add to your path  
Total distance: 302.41 ft (92.17 m)

W Laurel St

W Laurel St

W Laurel St

W Laurel St

SE St

SE St

SE St

**OSD BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 5/17/17

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
X Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Field Contract #FC-P17-04779 – Custom Signs Inc. (Cline/Fateh)**

Proposals were solicited for Field Contract #FC-P17-04779, Installation of Marquees at Haydock & Frank Academies, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Wednesday, February 15, 2017.

It is requested that the Board of Trustees award Field Contract #FC-P17-04779 to Custom Signs Inc., in the amount of \$20,850.00. The project will be funded through MSAP Funds.

**FISCAL IMPACT:**

\$20,850.00 – MSAP Funds

**RECOMMENDATION:**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P17-04779 in the amount of \$20,850.00 with Custom Signs Inc.

**ADDITIONAL MATERIALS:**

**Attached:** Field Contract #FC-P17-04779, Custom Signs Inc. (4 Pages)

**MUST BE TYPEWRITTEN**  
 OXNARD SCHOOL DISTRICT  
 1051 South A Street • Oxnard, CA 93030  
 Phone: (805) 385-1501 • Fax: (805) 240-7582

<b>Project No.:</b>  <b>FC-P17-04779</b>
------------------------------------------------

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00**

THIS CONTRACT is made as of 5/17/17, between **Custom Signs** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of **Twenty Thousand Eight Hundred Fifty Dollars (\$20,850.00)**, payable in 2 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*SEE ATTACHED PROPOSALS DATED 2/15/17.**

C. Contractor agrees to commence the work within **\*\*** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within **\*\*** calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to begin on or about June 20, 2017 & be completed by the end of the day July 31, 2017.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of **One Hundred Dollars (\$100.00)** per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of **One Hundred Dollars (\$100.00)** for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading **“General Conditions”**.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>      </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance Bond
<u>      </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. <u>  P17-04779  </u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation	<u>  X  </u> Proposals dated <u>  2/15/17  </u>
<u>      </u> Supplemental Conditions	Insurance	<u>  X  </u> Other PWC-100 DIR Registration

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
	Contractor’s License No. _____
Firm Address _____	Fax No. _____
	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>  David Fateh, Director of Facilities  </u>	Date _____
Signature _____	Funding Source <u>  MSAP Funds  </u>



## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

# QUOTE



962 W. Foothill Blvd.  
 Azusa, CA 91702  
 Phone 626-969-2222  
 Fax 626-969-5511

DATE: 02/15/17

EXPIRATION DATE: 04/30/17

TO Oxnard School District  
 Vince McGarry  
 1055 South C Street  
 Oxnard, CA 93030

JOB ADDRESS:  
 Haydock Academy  
 647 Hill St, Oxnard  
 Vince McGarry 805-385-1514 X 2506  
 Cell 805-290-6140 vmcgarry@oxnardsd.org

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Tim Schwan	Haydock Academy Marquee Labor	50% Down Balance on Completion	ASAP

QTY	ITEM #	DESCRIPTION	TOTAL
		Custom Signs, Inc DIR # 1000008662  INSTALL NEW FREESTANDING MARQUEE AS FOLLOWS:  Dig 24"X9' hole and set 6" square tube and rebar cage. Install pole cover, message centers and ID sign onto square tube support. Final connect power at base of sign. Power shall be provided to the location of the sign by others. Any underground obstructions, ground water, etc shall be the customer's responsibility. Demo of existing sign is by others (not included). This price is based on standard sign construction. Power and signal to wireless sending unit shall be by others (if not existing). Labor: \$13,050.00  Prevailing wall will be paid for onsite labor per California DIR. This price includes labor only. Permits, engineering, DSA approval, inspections and all related costs are not included.	
		TOTAL DISCOUNT	
		SUBTOTAL	
		SALES TAX	
		TOTAL	\$13,050.00

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_



# QUOTE



962 W. Foothill Blvd.  
 Azusa, CA 91702  
 Phone 626-969-2222  
 Fax 626-969-5511

DATE: 02/15/17

EXPIRATION DATE: 04/30/17

TO Oxnard School District  
 Vince McGarry  
 1055 South C Street  
 Oxnard, CA 93030

JOB ADDRESS:  
 RJ Frank Academy  
 701 N Juanita Ave, Oxnard  
 Vince McGarry 805-385-1514 X 2506  
 Cell 805-290-6140 vmcgarry@oxnardsd.org

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Tim Schwan	RJ Frank Academy Marque Labor	50% Down Balance on Completion	ASAP

QTY	ITEM #	DESCRIPTION	TOTAL
		Custom Signs, Inc DIR # 1000008662  INSTALL WALL MOUNTED MARQUEE AS FOLLOWS: Remove existing wall sign and dispose. Install new message center and ID sign onto wall. Final connect power and signal at the location of the sign. Power and signal shall be brought to the location of the sign by others.  Labor only: \$7,800  Prevailing Wage will be paid for onsite labor per California DIR.  This price includes labor only. Permits, engineering, DSA approval, inspections and all related costs are not included.	
		<b>TOTAL DISCOUNT</b>	
		<b>SUBTOTAL</b>	
		<b>SALES TAX</b>	
		<b>TOTAL</b>	<b>\$7,800.00</b>

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

**OSD BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 5/17/17

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
X Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Field Contract #FC-P17-04780 – JPL Electric Corp. (Cline/Fateh)**

Proposals were solicited for Field Contract #FC-P17-04780, Electrical Work for Marquees at Haydock & Frank Academies, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Thursday, April 20, 2017.

It is requested that the Board of Trustees award Field Contract #FC-P17-04780 to JPL Electric Corp., in the amount of \$17,644.00. The project will be funded through MSAP Funds.

**FISCAL IMPACT:**

\$17,644.00 – MSAP Funds

**RECOMMENDATION:**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P17-04780 in the amount of \$17,644.00 with JPL Electric Corp.

**ADDITIONAL MATERIALS:**

**Attached:** Field Contract #FC-P17-04780, JPL Electric Corp. (3 Pages)

**MUST BE TYPEWRITTEN**  
 OXNARD SCHOOL DISTRICT  
 1051 South A Street • Oxnard, CA 93030  
 Phone: (805) 385-1501 • Fax: (805) 240-7582

<b>Project No.:</b>  <b>FC-P17-04780</b>
------------------------------------------------

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00**

THIS CONTRACT is made as of 5/17/17, between **JPL Electric** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Seventeen Thousand Six Hundred Forty-Four Dollars (\$17,644.00), payable in 1 progress payment subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*SEE ATTACHED PROPOSAL DATED 5/3/17.**

C. Contractor agrees to commence the work within **\*\*** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within **\*\*** calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to begin on or about June 20, 2017 & be completed by the end of the day July 8, 2017.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>      </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance Bond
<u>      </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. <u>P17-04780</u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation Insurance	<u>  X  </u> Proposals dated <u>5/3/17</u>
<u>      </u> Supplemental Conditions		<u>  X  </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>David Fateh, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>MSAP Funds</u>

## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings,; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and (2) on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

## Electrical Bid Proposal

Date: April 20, 2017

Project: Marquee Signs  
Haydock Academy  
647 West Hill Street  
Oxnard, CA 93033

To: Oxnard School District  
Attn: David Fateh  
dfateh@oxnardsd.org

Ph: (805) 385-1501  
Fax: (805) 240-7582

R.J. Frank Academy  
701 N. Juanita Avenue  
Oxnard, CA 93030

Addendums Noted: None

We are pleased to offer this proposal to perform the Electrical work at Haydock Academy and R.J. Frank for the Marquee Signs per sheets A1.01 and E1.01 (Job No. 2721.100) and A1.01 and E1.01 (Job No. 2721.200) respectively only.

**Amount**

**Item**

**ELECTRICAL**


~~\$15,644~~

**\$17,644** *JP*  
**SEVENTEEN THOUSAND SIX HUNDRED FORTY FOUR @ NO/100 DOLLARS** *JK*

Exclusions:

1. All permits and fees associated with project.
2. Grouting, painting, patching, and/or sealing of conduits.
3. Bid bond, payment, and performance bonds costs, if required.
4. This proposal is valid for thirty (30) days. Additional cost may be incurred after 30 days.

Sincerely,  
JPL Electric

  
John P. Lopez  
(805) 901-0165

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales/Lisa Cline

**Date of Meeting:** 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X   Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL of WORK AUTHORIZATION LETTER #2 to KNOWLAND CONSTRUCTION SERVICES, for DSA INSPECTOR OF RECORD SERVICES for the HARRINGTON EARLY CHILD DEVELOPMENT CENTER PROJECT (Morales/Cline/CFW)**

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At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record (IOR) Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #2 to Knowland Construction Services, to provide DSA Inspector of Record (IOR) Services for the Harrington Early Child Development Center Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-129

Work Authorization Letter #2

Consultant: **KNOWLAND CONSTRUCTION SERVICES**

Date Issued: **05/17/2017**

Fixed Fee Amount: **One Hundred Twenty Thousand Nine Hundred Sixty Dollars and Zero Cents (\$120,960.00)**

Source of Funds: **Master Construct and Implementation Program**

The attached Work Authorization Letter describes the scope of services requested from Knowland Construction Services, and calls for the performance of DSA Inspector of Record (IOR) Services to ensure that the construction is in accordance with DSA.



## **FISCAL IMPACT**

The DSA Inspector of Record (IOR) Services will be completed for a fee of: **One Hundred Twenty Thousand Nine Hundred Sixty Dollars and Zero Cents (\$120,960.00)** to be funded from the Master Construct and Implementation Program.

## **RECOMMENDATION**


It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #2 per Master Agreement #13-129 with Knowland Construction Services.

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## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #2 Knowland Construction Services (1 Page)
- Knowland Construction Services Proposal, April 24, 2017 (2 Pages)
- MA #13-129, Knowland Construction Services (28 Pages)

	<b>WORK AUTHORIZATION LETTER</b>		
	<b>GENERAL INFORMATION</b>		
	<b>PROJECT #:</b> <b>SITE NAME:</b> Harrington Elementary School <b>MASTER AGREEMENT #:</b> 13-129 <b>WAL #:</b> 2	<b>DATE:</b> 5/17/2017 <b>DSA #</b> 03-116673 <b>OPSC #</b> 72538-90 <b>VENDOR ID:</b>	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>			
<b>DISTRICT</b>	<b>CONSULTANT</b>		
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> <b>Street:</b> <b>City, State, Zip:</b> <b>Phone:</b>	Knowland Construction Services 33 Narcissa Drive Rancho Palos Verdes, CA 90275 626.786.4331	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
Knowland Construction Services will be performing Inspection services as required by the District for Department of the State Architect. The Inspector of Record ("IOR") shall provide adequate coverage to required inspections of the work, from NTP to close-out; as outlined on the DSA approved documents and the DSA 103 forms. Provide routine inspections, coordinate special inspections and off-site inspections, shall maintain active communication with project team, review, approval, filing, archiving of project documents including RFIs, submittals, change orders, daily reports and any other documents that require IOR's approval and/or review as required by DSA. <i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i>			
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
<b>START DATE:</b> Approximately June 19, 2017	<b>COMPLETION DATE:</b> Approximately April 19, 2018		
<b>FIXED FEE AMOUNT: <u>One Hundred Twenty Thousand Nine Hundred Sixty Dollars and Zero Cents</u></b>			
<b>(\$120,960.00)</b>			
<i>This fee amount is based upon Consultant's proposal dated <u>4/24/17</u> and subsequent negotiations mutually agreed to by all parties</i>			
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>			
<i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i>			
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>			
<b>DISTRICT</b>	<b>CONSULTANT</b>		
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT</b>		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
<b>FOR DISTRICT USE ONLY</b>			
<b>PROJECT MANAGER:</b> P.O. # <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program <b>COST ID:</b> 6290		<b>PREPARED BY:</b> Chris Yafuso <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)		(DATE)	

April 24, 2017

Caldwell Flores Winters, inc.  
Chris Yafuso  
1901 S. Victoria Ave., Suite 106  
Oxnard, CA 93035

Dear Mr. Yafuso,

Knowland Construction Services is pleased to provide Oxnard School District a Statement of Qualifications and Proposal for DSA Inspector of Record Services for Harrington Elementary School. We have read the contract documents and plans and do not have any exceptions to the RFQ.

KCS is currently working in more than a twenty K-12 and Community College Districts on more than \$250 million dollars of construction in progress including Long Beach Unified School District, Santa Barbara Unified School District, Centinella Valley Unified School District, as well as many other Districts. Projects over the past three years include a \$100 million dollar new high school on 64 acres, a \$72 million dollar new high school, eight (8) ground up new middle schools, five (5) new Performing Arts Centers in the \$12 - \$40 million dollar range, numerous new pools and athletic facilities, as well as many science buildings, student services buildings and other projects in the \$5 - \$40 million dollar range.

KCS currently has more than 40 project inspectors, including more than 25 DSA Class I IORs, currently working for us full-time. Additionally, we have 4 full-time employees in support positions as Project Managers, Project Close-out Specialists, IT and Administrative support services to ensure your project is built to your standards and fully certified by the California Division of State Architect.

**KCS proposes to utilize DSA Class 2 Project Inspector Kim Ginnever as the inspector for this project. Kim has worked for KCS for nearly 10 years and is an excellent inspector. Kim is finishing a project for Los Angeles Community College District in May and will be available in June. We have attached Kim's resume for your reference.**

**The rate for Kim Ginnever is \$72.00/hour. Based on a 10 month schedule KCS estimates the total cost to be \$120,960.00 which includes 1680 hours project inspection and support.**

It is our philosophy to work with the entire project team to be forward thinking and understand the entire construction process in order to prepare contractors to meet the project requirements and standards of quality as determined by the District. We have been instrumental in assisting districts in minimizing litigation and improper contractor claims. I will be the Project Manager for Knowland Construction Services and am authorized to make all decisions regarding contracts, negotiations and operational decisions concerning Oxnard School District. KCS is a minority, women owned, small business enterprise. We look forward to working with you.

Sincerely,

*Christopher Knowland*

Christopher Knowland  
President  
626 786-4331

# Knowland Construction Services



## Kim Ginnever - DSA Class II Project Inspector #4949

Twenty six years experience in the construction industry as journeyman carpenter, foreman and superintendent working on school projects, as well as acting as a Special Inspector and DSA Project Inspector working on modernizations and new construction. Extensive knowledge of school construction process and DSA procedures. Excellent communication and computer skills. Every District Kim has worked at has requested to keep him on other projects.



### Education /Certificates:

DSA Class II Project Inspector #4949  
AA – Southwestern Jr. College

LA City Building Inspector    ICCC Concrete Inspector  
BA – Cal State Northridge

### Experience

**2011 – Present      Knowland Construction Services, PUSD / LAWA / LACCD / EI Monte USD**

Project Inspector. Responsible for a modernization at Marshall Fundamental High School and Webster Middle School including classrooms, library, offices including site work. Dougherty & Dougherty Architects. Further work involved a roofing project in Santa Barbara.

**2009 – 2011    Knowland Construction Services, Monrovia Unified School District.**

Project Inspector. Responsible for inspecting a campus wide \$20 million dollar modernization at Monrovia High School, consisting of new infrastructure, technology, fire systems and MEP on a historical school. Project consisted of classroom buildings, an auditorium, a library, new administration building, a stadium project and assisting with the new construction on a \$50 million dollar science building, gymnasium and classroom building. Duties included performing and logging all inspections for the project, documenting close-out information, coordinating special inspectors, assisting with writing RFI's, monitoring change orders and T&M work, and working alongside the construction manager and architect to achieve all project goals. Project closed-out with any noted deviations. WLC Architects.

**2007- 2008      Knowland Construction Services, Placentia Yorba Linda Unified School District.**

Project Inspector. Responsible for performing inspections on a \$13 million dollar modernization project at Woodsboro Elementary School. Duties included all infrastructure, classroom finish, roofing, MEP, ADA, fire sprinklers, fire alarm systems, technology and site work to renovate the school. DSA 6 has been submitted at 100% complete- no deviations noted. WLC Architects

**2005 – 2007      Los Angeles City Building Inspector**

Building Inspector. Responsible for various inspections for various projects in the city of Los Angeles.

**1998 – 2005**

**Indian Hills High School** – Foreman responsible for the construction of a new classroom building.

**Agoura High School** – Foreman. Responsible for the construction of an elevator building, roller rink and ADA improvements.

**Chapparal Elementary School** – Responsible for the construction of a new multi-purpose building and classroom building.

**Calabasas High School** – Responsible for the construction of an elevator building and gymnasium.

Other School Experience: Sumac Elementary School / Nordoff High School / Moorpark High School / Franklin Elementary School / Santa Barbara High School / Mountain Meady and Arroyo West Elementary Schools.

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Knowland Construction Services** (“Consultant”) with a business address at ~~2181 East Foothill Blvd., Suite 203, Pasadena, CA 91107~~. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

33 Narcissa Drive  
Rancho Palos Verdes, Ca 90271

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in Exhibit F – Scope of Services, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in Exhibit A, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

Oct 31  
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CFW

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

**9. Responsibilities of Consultant:**

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.
- d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

**10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.



13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

CK (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

OK (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

CK (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

To Consultant: Knowland Construction Services, Inc.  
~~2181 East Foothill Blvd., Suite 203,~~ *33 Narcissa Drive*  
~~Pasadena, CA 91107~~ *Rancho Palos Verdes, Ca*  
ATTN: Chris Knowland  
T: (626) 786-4331  
Email: chrisknowland@msn.com *90275*

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

Lisa A. Franz, Director, Purchasing  
Typed Name/Title

11-20-13  
Date

Tax Identification Number: 95-6002318

**KNOWLAND CONSTRUCTION SERVICES INC.:**

Christopher Knowland  
Signature

Christopher Knowland, President  
Typed Name/Title  
Operations

October 29, 2013  
Date

Tax Identification Number: 20-4112757

Not Project Related

Project #13-129

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**WORK AUTHORIZATION PROCEDURES**


**1. Assignment of Work Authorization**

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.



Not Project Related

Project #13-129

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT:</b>	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-129

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**COMPENSATION & RATE/FEE SCHEDULE**

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

**PROJECT DSA INSPECTION FEE SCHEDULE**

**Hourly Rates**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
DSA I – Large Project	\$72.00 / Hour
DSA II	\$64.00 / Hour
DSA Class III	\$60.00 / Hour
DSA Assistant IOR	\$58.00 / Hour
Project Documentation Asst	\$50.00 / Hour
Blue Beam / Technology	\$64.00 / Hour
Constructability / PM	\$74.00 / Hour
Special Inspectors	\$78.00 / Hour

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. **Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. **Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. **Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

Not Project Related

Project #13-129

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. Acceptable back-up for billings shall include, but not be limited to:
  - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
  - b. Records for all supplies, materials and equipment properly charged to the Services.
  - c. Records for all travel pre-approved by District and properly charged to the Services.
  - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Not Project Related

Project #13-129

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**INSURANCE**

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination**

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #13-129

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project #13-129

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

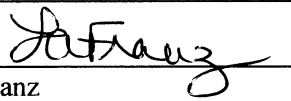
**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: 11-20-13

By:   
Lisa A. Franz  
Director, Purchasing

Not Project Related

Project #13-129

**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

Not Project Related

Project #13-129

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

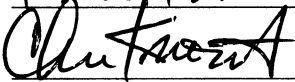
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: October 29, 2013

Proper Name of Contractor: Knowland Construction Services

Signature: 

By: Christopher Knowland

Its: President Operations



Not Project Related

Project #13-129

**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)**

**The Project Inspector’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

**1. Certifications:**

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors’ Certificate issued by the Division of the State Architect.

**2. Pre-Construction services required:**

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

**3. Construction Phase Services Required:**

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

**4. Post-Construction Services Required:**

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

Not Project Related

Project #13-129

## **5. Reports**

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## **6. Time**

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## **7. Accuracy Standards**

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.





- Not Project Related  
 Project #13-129

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
  - 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
  - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
  - 4 Feel free to include your company logo if you wish
  - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
  - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
  - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**



KNOWCON-01

KENNYN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2013

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

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

PRODUCER <b>Cass &amp; Johansing</b> 825 Colorado Blvd., Suite 215 Los Angeles, CA 90041	CONTACT NAME: <b>Carmen Amirian</b>	FAX (A/C, No): <b>(626) 568-2886</b>	
	PHONE (A/C, No, Ext): <b>(626) 568-9933</b>	E-MAIL ADDRESS: <b>carmena@cassandjohansing.com</b>	
INSURED  <b>Knowland Construction Services</b> 33 Narcissa Drive Rancho Palos Verdes, CA 90275	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Ironshore Specialty Ins. Co.</b>		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>							
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$	
							\$	
	<b>AUTOMOBILE LIABILITY</b>							
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	<b>UMBRELLA LIAB</b>		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$	
	<b>EXCESS LIAB</b>		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input type="checkbox"/> N				WC STATU-TORY LIMITS	
	If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N/A				OTH-ER	
							E L. EACH ACCIDENT \$	
							E L. DISEASE - EA EMPLOYEE \$	
							E L. DISEASE - POLICY LIMIT \$	
<b>A</b>	<b>Professional Liab.</b>			<b>001005002</b>	<b>12/15/2012</b>	<b>12/15/2013</b>	<b>Each Wrongful Act</b>	<b>1,000,000</b>
<b>A</b>	<b>Professional Liab.</b>			<b>001005002</b>	<b>12/15/2012</b>	<b>12/15/2013</b>	<b>Aggregate</b>	<b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District  
Attn: Lisa Cline  
1051 South A Street  
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-29-2013

GROUP:  
 POLICY NUMBER: 1793828-2013  
 CERTIFICATE ID: 38  
 CERTIFICATE EXPIRES: 07-01-2014  
 07-01-2013/07-01-2014

OXNARD SCHOOL DISTRICT  
 1051 S A ST  
 OXNARD CA 93030-7442

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
 OXNARD SCHOOL DISTRICT

ENDORSEMENT #1800 - DIANA KNOWLAND PRES - EXCLUDED.

ENDORSEMENT #1800 - CHRISTOPHER KNOWLAND VP SEC TRES - EXCLUDED.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KNOWLAND INC DBA: KNOWLAND CONSTRUCTION SC  
 SERVICES  
 33 NARCISSA DR  
 RANCHO PALOS VERDES CA 90275

[P11.50]

PRINTED : 10-29-2013



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales/Lisa Cline

**Date of Meeting:** 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda  Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL of WORK AUTHORIZATION LETTER #4 to NV5 WEST INC., for MATERIAL TESTING AND SPECIAL INSPECTION SERVICES for the HARRINGTON EARLY CHILD DEVELOPMENT CENTER PROJECT (Morales/Cline/CFW)**

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-154 with NV5 West Inc. (formerly known as BTC Labs-Vertical Five) to provide Geotechnical Engineering Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #4 to NV5 West Inc., to provide Material Testing and Special Inspection Services for the Harrington Early Child Development Center Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-154

Work Authorization Letter #4

Consultant: **NV5 West Inc.**

Date Issued: **05/17/2017**

Fixed Fee Amount: **Thirteen Thousand Five Hundred Forty-Eight Dollars and Fifty Cents (\$13,548.50)**

Source of Funds: **Master Construct and Implementation Program**

The attached Work Authorization Letter describes the scope of services requested from NV5 West Inc., and calls for the performance of Material Testing and Special Inspections Services to ensure that the construction work is in accordance with DSA.

## **FISCAL IMPACT**

The Material Testing and Special Inspection Services will be completed for a fee of: **Thirteen Thousand Five Hundred Forty-Eight Dollars and Fifty Cents (\$13,548.50)** to be funded from the Master Construct and Implementation Program


## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #4 for Master Agreement #13-154 with NV5 West Inc.

## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #4 NV5 West Inc. (1 Page)
- NV5 West Inc., Proposal, April 24, 2017 (2 Pages)
- MA#13-154 BTC Labs-Vertical Five (35 Pages)

	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
	<b>PROJECT #:</b> <b>SITE NAME:</b> Harrington Elementary School <b>MASTER AGREEMENT #:</b> 13-154 <b>WAL #:</b> 4	<b>DATE:</b> 5/17/2017 <b>DSA #</b> 03-116673 <b>OPSC #</b> 72538-90 <b>VENDOR ID:</b>
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> <b>Street:</b> <b>City, State, Zip:</b> <b>Phone:</b>	<b>NV5 West Inc.</b> 1868 Palma Drive, Ste A Ventura, CA 93003 805.656.6074
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
NV5 West Inc., will be performing the following services when required by Division of the State Architect Inspections List, as requested by the Inspector of Record. Perform soils and base density tests, review concrete mix designs, concrete batch plant inspections, concrete compression tests, reinforcing steel sampling and testing, high strength bolting inspections, high strength bolt testing, glu-lam beam fabrication inspections, epoxy inspections, expansion inspections, anchor testing, and engineering project management. <i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i>		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<b>START DATE:</b> Approximately June 19, 2017	<b>COMPLETION DATE:</b> Approximately April 19, 2018	
<b>FIXED FEE AMOUNT: <u>Thirteen Thousand Five Hundred Forty-Eight Dollars and Fifty Cents</u></b> <b>(\$13,548.50)</b>		
<i>This fee amount is based upon Consultant's proposal dated <u>4/24/17</u> and subsequent negotiations mutually agreed to by all parties</i>		
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>		
<i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
<b>FOR DISTRICT USE ONLY</b>		
<b>PROJECT MANAGER:</b> P.O. # <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program <b>COST ID:</b> 6280	<b>PREPARED BY:</b> Chris Yafuso <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)	(DATE)	



April 24, 2017

Proposal No: 2017.06.0104.01

**Oxnard School District**  
c/o Caldwell Flores Winters, Inc.  
1901 S. Victoria Avenue, Suite 106  
Oxnard, CA 93035

DSA: 03-116673  
File No.: 56-22

ATTENTION: Chris Yafuso

SUBJECT: **Proposal for Materials Testing and Inspection for the Harrington Early Child Development Center, 2501 Gisler Avenue, Oxnard, CA 93033**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

**Scope of Work and Cost Estimate**

	Rate	Units	Total
<b>Soils:</b>			
Soil Technician (includes nuclear guage)	\$ 97.00 hr	32	\$ 3,104.00
Maximum Density - soils	\$ 175.00 ea	1	\$ 175.00
Maximum Density - base	\$ 195.00 ea	1	\$ 195.00
Geotechnical Engineer	\$ 155.00 hr	2	\$ 310.00
<b>Concrete:</b>			
Mix Design review (concrete)	\$ 230.00 ea	2	\$ 460.00
Concrete Batch Plant Inspection	\$ 97.00 hr	12	\$ 1,164.00
Concrete Technician (cast cylinders, slump, temperature & air)	\$ 97.00 hr	10	\$ 970.00
Concrete compression tests (\$20.per cyl. / 5 cyls. per set)	\$ 20.00 ea	15	\$ 300.00
Concrete cylinder pickup (\$9.50 per cyl. / 5 cyls. per set)	\$ 9.50 ea	15	\$ 142.50
<b>Reinforcing Steel:</b>			
Reinforcing Steel Bend tests rebar (#4 & 5)	\$ 45.00 ea	2	\$ 90.00
Reinforcing Steel tensile tests rebar (#4 & 5)	\$ 45.00 ea	2	\$ 90.00
Reinforcing Steel sampling (2 hr. min.)	\$ 97.00 hr	2	\$ 194.00
<b>Structural Steel: (if required for shade structures)</b> (DSA-103 does not indicate welding inspection required.)			
Shop Welding Inspection (including material ID, obtain welder certs and WPS) - assume USA Shade Structures, Texas	\$ 97.00 hr	0	\$ -
Field Welding Inspection - if required	\$ 97.00 hr	0	\$ -
High Strength Bolting Inspection (snug tight)	\$ 97.00 hr	4	\$ 388.00
High Strength Bolt Testing, Nuts & Washers - (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00 set	1	\$ 335.00
<b>Miscellaneous:</b>			
Glu-lam Beam Fabrication Inspection	\$ 99.00 hr	8	\$ 792.00
Epoxy Inspection & Expansion Inspection	\$ 97.00 hr	16	\$ 1,552.00
Anchor Testing (pull or torque test)	\$ 97.00 hr	6	\$ 582.00
Engineering Project Manager	\$ 155.00 hr	10	\$ 1,550.00
DSA - 293 (GVR), 291 interim and final (LVRs) - estimate only	\$ 385.00 ea	3	\$ 1,155.00
<b>TOTAL:</b>			<b>\$ 13,548.50</b>

**Notes:**


- 1 Travel time and mileage will be waived to project job site.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 California prevailing wages apply.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
Vice President

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – MATERIALS TESTING, & SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **BTC Labs – Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

**RECEIVED NOV 01 2013** *CFW*

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

**Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.

5. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
6. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
7. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

#### **8. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

#### **9. Responsibilities of District.**



- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
10. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
11. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

12. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
13. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
14. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
15. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
16. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
17. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
  - b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
  - c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
18. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
  - b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
19. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).


20. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

21. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

22. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

23. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
24. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
25. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
26. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
27. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.


28. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D “Conflict of Interest Check” attached hereto.

29. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

30. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

31. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

32. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

**To Consultant:** BTC Labs – Vertical Five  
1868 Palma Drive, Suite A  
Ventura, CA 93003  
Attention: Scott Moors  
T: (805) 656-6074  
Email: scott.moors@nv5.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

33. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
34. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
35. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
36. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 37. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 38. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

**BTC LABS - VERTICAL FIVE:**

*Lisa A. Franz*  
Signature

*Scott Moors*  
Signature

Lisa A. Franz, Director, Purchasing  
Typed Name/Title

SCOTT MOORS / President  
Typed Name/Title

11-20-13  
Date

10-30-2013  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: ~~95~~ 27-1979620



- Not Project Related  
 Project #13-154

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

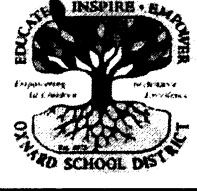
**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

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	<b><u>WORK AUTHORIZATION LETTER (WAL)</u></b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:		COMPLETION DATE:
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	CONSULTANT:	
(SIGNATURE) _____	(DATE) _____	(SIGNATURE) _____ (DATE) _____
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE) _____	(DATE) _____	
<b>SPECIAL INSTRUCTIONS:</b>		

Not Project Related

Project #13-154

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

**MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE**

**I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF**

*(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to BTC Labs)*

<b>A. Professional Staff</b>	<b>Standard</b>
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

<b>B. Field Sampling, Inspection &amp; Testing</b>	<b>Prevailing Wage</b>	<b>Standard</b>
Special (Deputy) Inspector <i>(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)</i>	\$86	\$78
Concrete/Asphalt Batch Plant Inspection	\$86	\$78
ACI Concrete Technician	\$86	\$74
Senior Technician* <i>(Soil/Asphalt/Special Testing)</i>	\$88	\$78
Mechanical/Electrical Inspector	\$92	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$84
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

\* Services such as: density by nuclear gauge, Schmidt Hammer readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians

<b>C. DSA / OSPIID Inspection &amp; Testing</b>	<b>Prevailing Wage / Standard</b>
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$95
DSA Masonry / Shotcrete Inspection	\$90
DSA Form 5 (Inspector Qualifications)	\$45 ea.
Special Inspection Verified Report (SIVR/VR)	\$185 (min.) ea.
Laboratory / Geotechnical Verified Report	\$385 (min.) ea.

<b>D. Sample Pickup &amp; Delivery, Mileage</b>	<b>Prevailing Wage</b>	<b>Standard</b>
Sample Pickup (<25mi. radius of Lab) – plus applicable unit price	\$55/hr	
Field Equipment & Supply Delivery (1 hr min)		\$55/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$75 /hr
Mileage – Field Vehicle (\$30/day minimum charge)		\$0.60/mi
Mileage – Coring Truck		\$0.70/mi

*See Unit Prices for pickup charges of cylinders, prisms, panels, etc.*

**E. Support Staff & Special Services**

	<b>Prevailing Wage</b>	<b>Standard</b>
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

**II. MATERIALS AND EQUIPMENT**

<b>A. Equipment</b>	<b>Rate</b>
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/day
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$35/day
13. Skidmore Wilhelm, per day	\$75/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day

**B Diamond Coring (min. charge – field time w/travel + 1 hr. mob./demob.)**

1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr	\$150/hr.
2. Machine, truck, operator and helper	\$275/hr	215/hr.
3. Coring Bit Charge		\$2/inch
4. Coring truck mileage (portal to portal)		\$0.70/mi
5. Traffic Control		Per Quote

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### III. LAB TESTS: AGGREGATE & SOIL

#### A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) - ASTM D2435	\$ 315
3. Direct Shear, remolded sample - ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample - ASTM D3080	\$ 235
5. Expansion Index - ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) - ASTM D422	\$ 132
7. Permeability, Constant Head - remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) - ASTM D4972	\$ 35
9. Resistivity - ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH - CTM 643	\$ 155
11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
13. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
14. Soil Classification - ASTM D2488 - Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95

#### B Particle Size Analysis

18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165

#### C Moisture Density Relationship

23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) - CTM 216	\$ 225

#### D Aggregate, Soil & Rock

30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel - ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion - ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) - ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base - compression (make, cure, test 3 spec)	\$ 565
36. Cement Treated Base - stability	\$ 525
37. Clay lumps and friable particles, per primary size - ASTM C142	\$ 115
38. Cleanness Test - CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) - CTM 229	\$ 215
41. Fine Aggregate Angularity - AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) - ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction - ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand ASTM C87	\$ 360
46. Mortar Properties - CTM 515	\$ 410
47. Organic Impurities - ASTM C40	\$ 75
48. Petrographic Analysis of Gravel - ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo	\$ 760
55. 'R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate - AASHTO T304	\$ 145
61. Unit weight - ASTM C29	\$ 72

### IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

#### A Cement

1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote

#### B Concrete

1. Cement content of hardened concrete - ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders - ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders - ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test - ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage - ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam - ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$50
21. Lightweight insulating concrete unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder - ASTM C469	\$215
23. Petrographic analysis of hardened concrete - ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469	Per Quote
25. Splitting tensile - ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3	\$96

#### C Masonry

1. Absorption - brick, 5 required - ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140	\$ 45
3. Compressive strength, brick, 5 required - ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" - ASTM E447 (other sizes by quote - may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required - ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions - masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test - ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required - ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required - ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd - ASTM C140	\$ 42
17. Shear test on masonry core - CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required - ASTM C140	\$ 45
20. Visual Examination & Photo-document Core - CBC 2105A.4	\$ 35

### V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

#### A General Testing

1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187

#### B Reinforcing Steel

1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

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C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42

\*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts - proof load (non-DSA)	\$ 45
Bolts - ultimate load	\$ 65
Bolts - hardness	\$ 35
3. Nuts - proof load	\$ 45
Nuts - hardness	\$ 35
4. Washers - hardness	\$ 35

F. Welding Procedure and Welder Qualification Tests

<i>Coupon thickness (mild steel only)</i>		
	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)		\$45
2. Macroetch	\$55 ea.	
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115

*Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code*

*\*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

*\*\*Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15%, for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

VII. ASPHALT & ASPHALTIC CONCRETE

A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F - ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration - ASTM D-217	\$125
3. Flash point Cleveland Open Cup - ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125
Other temperature	\$155
5. Penetration - ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point - ASTM D-36	\$125
7. Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8. Specific gravity - ASTM D-70, AASHTO T-228	\$125

C. Emulsions And Slurry Seals

1. Cement mixing - ASTM D-244, AASHTO T-59	\$105
2. Consistency test - ASTM D-3910	\$95
3. Demulsibility - ASTM D-244, AASHTO T-59	\$115
4. Miscibility - ASTM D-244	\$115
5. Particle charge - ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time - ASTM D-3910	\$85
9. Settlement, 5 or 7 day - ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day - ASTM D-244	\$150
13. Functional Recovery	\$125
14. Wet Track Abrasion - ASTM D-3910 (prep. not included)	\$270

D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. LTMD	\$210
5 pt. LTMD	\$325
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method - ASTM D2172	\$325
Ignition Oven Method - CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method - ASTM 2172	\$265
Ignition Oven Method - CTM 382	\$145
5. Film stripping - CTM 302	\$165
6. Ignition Oven Correction Factor - CTM 382	\$650
7. Marshall - Stability and flow (core) - ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEEM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041	\$200
13. Moisture content - ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core - ASTM D-2726	\$60
17. HVEEM Stabilometer test on premixed sample - CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer - CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) - T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

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**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

**C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.**

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-154

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**INSURANCE**

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination**

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:



Not Project Related

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A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #13-154

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

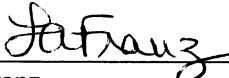
**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: 11-20-13

By:   
Lisa A. Franz  
Director, Purchasing

Not Project Related

Project #13-154

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Scott Moors

Title: President

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-2013

Proper Name of Contractor: BTC LABS - Vertical Five

Signature: 

By: Scott Moors

Its: \_\_\_\_\_

- Not Project Related  
 Project #13-154

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**SCOPE OF SERVICES – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

**1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

**2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests

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- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

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**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

**7. Mix Design Review:**

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
- i. Masonry Compression Tests
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18 | ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. Steel Reinforcing
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. Concrete Aggregate
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

**8. Duties:**

- a. The consultant's duties shall include the following:
- i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

**9. Structural Steel:**

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
- i. Field Welding
  - ii. High Strength Bolting



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- iii. Metal Decking
  - iv. Welded Stud Connectors
  - v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
  - ii. Hardness Test (ASTM A325)
  - iii. Tensile Strength (ASTM F606)

## 10. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.



- Not Project Related  
 Project #13-154

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)  
 Program Manager for Oxnard School District  
 1901 Victoria Ave, Suite 106  
 Oxnard, CA 93036  
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: \_\_\_\_\_  
 PROJECT # \_\_\_\_\_  
 PROJECT TYPE: **New Const./Modernization**  
 DATE: \_\_\_\_\_  
 INVOICE #: \_\_\_\_\_  
 PERIOD COVERED: \_\_\_\_\_  
 PO #: \_\_\_\_\_  
 SUBCONTRACTOR: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_

**VENDOR NAME**

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE		COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
			SCOPE OF WORK	SCOPE OF WORK						
1	COST ID	Base Contract - fee				0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables				0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>			#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

<b>TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS</b>		#VALUE!
<b>TOTAL DUE THIS INVOICE</b>		#VALUE!

- Not Project Related  
 Project #13-154

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "Billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

# Cavignac & Associates

INSURANCE BROKERS  
License No. OA99520

450 B Street, Suite 1800  
San Diego, CA 92101-8005

**Phone** 619-234-6848  
**Fax** 619-234-8601  
**Web Site** [www.cavignac.com](http://www.cavignac.com)

Oxnard School District  
ATTN: Lisa Franz  
1051 South A Street  
Oxnard, CA, 93030

Oct 30, 2013

Re: NV5/Nolte Associates, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email ([certificates@cavignac.com](mailto:certificates@cavignac.com)) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243844.

Sincerely,

Cavignac & Associates Certificate Department  
[certificates@cavignac.com](mailto:certificates@cavignac.com)  
619-234-1239 (fax)

cc: Danielle Wooten ([Danielle.Wooten@nv5.com](mailto:Danielle.Wooten@nv5.com))

Certificate of Insurance for NV5/Nolte Associates, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2013

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

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

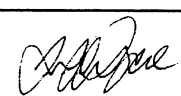
<b>PRODUCER</b> Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C No. Ext):</b> 619-234-6848	<b>FAX (A/C, No):</b> 619-234-8601
<b>E-MAIL ADDRESS:</b> certificates@cavnagac.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> TRAVELERS PROP CAS CO OF AMER		25674
<b>INSURER B:</b> TRAVELERS IND CO OF CT		25682
<b>INSURER C:</b> HUDSON INS CO		25054
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 243844                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA6B774609	7/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		CUP4076T902	7/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB3893T34A	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEE7246003	5/1/2013	5/1/2014	Ea Claim \$5,000,000 Aggregate \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Agreement for Consultant Services #13-130. Additional Insured coverage applies to General and Automobile Liability for Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit. Cavnagac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

<b>CERTIFICATE HOLDER</b> Oxnard School District 1051 South A Street Oxnard, CA 93030 United States	<b>CANCELLATION</b> <p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <b>AUTHORIZED REPRESENTATIVE</b> Jeffrey W. Cavnagac 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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

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

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

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

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

#### **B. BLANKET ADDITIONAL INSURED**

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales/Lisa Cline

**Date of Meeting:** 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda  Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL of WORK AUTHORIZATION LETTER #5 to NV5 WEST INC., for DSA INSPECTOR OF RECORD SERVICES for the MARSHALL NEW CLASSROOM BUILDING PROJECT (Morales/Cline/CFW)**

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-130 with NV5 West Inc. (formerly known as Nolte-Vertical 5.) to provide DSA Inspector of Record Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #5 to NV5 West Inc., to provide DSA Inspector of Record Services for the Marshall New Classroom Building Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-130

Work Authorization Letter #5

Consultant: **NV5 West Inc.**

Date Issued: **05/17/2017**

Fixed Fee Amount: **One Hundred Eighty-Seven Thousand Two Hundred Dollars and Zero Cents (\$187,200.00)**

Source of Funds: **Master Construct and Implementation Program**

The attached Work Authorization Letter describes the scope of services requested from NV5 West Inc., and calls for the performance of DSA Inspector of Record Services to ensure that the construction work is in accordance with DSA.

## **FISCAL IMPACT**

The DSA Inspector of Record Services will be completed for a fee of: **One Hundred Eighty-Seven Thousand Two Hundred Dollars and Zero Cents (\$187,200.00)** to be funded from the Master Construct and Implementation Program

## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5 for Master Agreement #13-130 with NV5 West Inc.

## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #5, NV5 West Inc. (1 Page)
- NV5 West Inc., Proposal, April 24, 2017 (3 Pages)
- MA#13-130, Nolte-Vertical 5 (29 Pages)



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b>	<b>DATE:</b> 5/17/2017
<b>SITE NAME:</b> Marshall Elementary School	<b>DSA #</b> 03-116806
<b>MASTER AGREEMENT #:</b> 13-130	<b>OPSC #</b> 72538-91
<b>WAL #:</b> 5	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: NV5 West Inc. Street: 1868 Palma Drive, Ste A City, State, Zip: Ventura, CA 93003 Phone: 805.656.6074

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

NV5 West Inc., will be performing Inspection services as required by the District for Department of the State Architect. The Inspector of Record ("IOR") shall provide adequate coverage to required inspections of the work, from NTP to close-out; as outlined on the DSA approved documents and the DSA 103 forms. Provide routine inspections, coordinate special inspections and off-site inspections, shall maintain active communication with project team, review, approval, filing, archiving of project documents including RFIs, submittals, change orders, daily reports and any other documents that require IOR's approval and/or review as required by DSA.  
 (ATTACH ADDITIONAL PAGES AS NECESSARY)

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

**START DATE:** Approximately July 1, 2017      **COMPLETION DATE:** Approximately June 30, 2018

**FIXED FEE AMOUNT: One Hundred Eighty-Seven Thousand Two Hundred Dollars and Zero Cents (\$187,200.00)**

*This fee amount is based upon Consultant's proposal dated 4/24/17 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.*

*This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.*

**IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:**

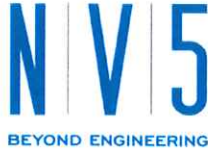
DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	(SIGNATURE)
(DATE)	(DATE)

**FOR DISTRICT USE ONLY**

PROJECT MANAGER: \_\_\_\_\_ PREPARED BY: Chris Yafuso  
 P.O. # \_\_\_\_\_ P.O. AMOUNT: \_\_\_\_\_  
 SOURCE OF FUNDS:     MEASURE "R"       DEF. MAINT.     DEV. FEES       OTHER: Master Construct and Implementations Program  
 COST ID: 6290

(PM APPROVAL SIGNATURE)

(DATE)



April 24, 2017

Proposal No: 2017.06.0090

**Oxnard School District**  
c/o Caldwell Flores Winters, inc.  
1901 S. Victoria Avenue, Suite 106  
Oxnard, CA 93035

DSA: 03-116806  
File No.: 56-22

ATTENTION: Chris Yafuso

SUBJECT: **Proposal for DSA Project Inspector for the Marshall New Classroom Building,  
2900 Thurgood Marshall Dr., Oxnard, CA 93036**

NOLTE - Vertical Five is pleased to submit this proposal for the referenced project.  
Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Project Inspector (Class 1)			
- Project tentative start date is June 19, 2017 and is estimated to complete within 12 months.	\$ 90.00 hr	2080	\$ 187,200.00

Per the California Building Code the PI will report the status of construction for the project according to DSA Procedure 13-01.

- DSA 151 - Project Inspector Notifications
- DSA 152 - Project Inspection Card
- DSA 154 - Notice of Deviations/Resolution of Deviations
- DSA 155 - Project Inspector Semi-Monthly Report
- DSA 6-PI - Verified Report - Project Inspector
- Project Inspector Job File

**TOTAL: \$ 187,200.00**

**Notes:**

- 1 Travel time and mileage will be waived to project job site for Project Inspector.
- 2 This estimate has been prepared based on 12 months as noted in email dated April 7, 2017.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NOLTE – Vertical Five**

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
President

Attachments: Resume with reference letters

## Michael Rosenberg

### Certifications:

DSA Class 1 Inspector  
 DSA Masonry Inspector  
 OSHPD Class A Inspector  
 ICC Certified Special Inspector:  
 Concrete, Master Special Inspection  
 Masonry, Structure Steel, Fire-Proofing

DSA CASp  
 ICC Master Code Professional  
 ICC Certified Fire Marshall  
 ICC Fire Plans Examiner  
 ICC Fire Inspector 2  
 ICC Fire Inspector 1  
 ICC Certified Building Official  
 ICC Plan Examiner  
 ICBO/ICC Certified Building Inspector  
 ICBO/ICC Certified Plan Examiner  
 ICBO/ICC Certified Mechanical Inspector  
 UPC/ICC Plumbing Inspector  
 ICC/Accessibility/Plans Examiner Insp.  
 ICBO/ICC Combination Inspector  
 ICBO/ICC Electrical Inspector  
 ICC/AACE Property Maintenance &  
 Housing Inspector  
 CALBO-Register Disaster Worker

Mr. Michael Rosenberg specializes in schools and hospitals as a construction inspector and also on several major projects and landmarks throughout California. Michael is certified by ICC, DSA, OSHPD and CALBO.

### Professional Seminars:

DSA Training / Renewal Seminars  
 ICB/ICC Training Seminars  
 SMACNA Training Seminars  
 OSHPD Training/Renewal Seminars

### Education:

Associate of Science  
 Construction Inspection – Pasadena City College

## Project Experience

### Los Angeles Unified School District – Los Angeles

*June 1995 - Present*

During Michael's 22 years in the inspection department he has worked on hundreds of projects with costs that ranged from \$105 + million dollars to a few hundred thousand dollars as a DSA Class 1 Project Inspector (IOR). Project sizes ranged from 335,000 sq. ft. 5 story New High Schools to Relocatable classrooms. Proficient in steel, masonry, concrete and wood structures. All projects inspected for structural, fire, life and safety, access compliance, plumbing, mechanical, electrical and all finish trades as part of my code prescribed duties..

### Jewish Federation Council – Los Angeles

*1994 to 1995*

Worked at Bernard Milken Campus, which is a private School and Jewish community center, working as a Owner's Rep. / Inspector / Superintendent, interfacing with insurance companies for earthquake damage repair on behalf of owner. Also performed forensic inspection of damage, and inspection of repair of building. Repair included epoxy injection, adding shotcrete shear walls, and cord steel to precast parking structure, repair of broken moment connections, and reframing of damaged wood shear walls and roof diaphragm on main building. Also acted as superintendent in placement of 6 portable classrooms to be used while main building and parking structure was being repaired.

### Santa Monica – Malibu Unified School District – Santa Monica

*1993 to 1994*

Worked as the DSA Project Inspector (IOR). Michael inspected placement and construction of 21 relocatable classrooms at Santa Monica High for all on site access compliance (ADA) structural, electrical, mechanical and finish items. Also inspected new parking lot and site work for all access compliance (ADA) structural and civil drawings work.



## ***Michael Rosenberg***

### **Fontana Unified School District - Fontana**

*1992 to 1993*

Worked as the DSA Project Inspector (IOR). Michael inspected the addition of a 5,300 sq. ft. masonry multi-purpose building at Virginia Primrose Elementary school and addition of 8 classroom buildings and site work at Oleander Elementary school. Inspected all access compliance (ADA) work, concrete foundations, masonry, masonry veneer, wood framing, and structural steel, electrical inspection, HVAC, plumbing, site work and finish trades.

### **Las Virgenes Unified School District - Calabasas**

*1991 to 1992*

Worked as the DSA Project Inspector (IOR). Michael inspected the newly constructed Bay Laurel Elementary School from the ground up. Inspected all access compliance (ADA) concrete foundations, wood and metal framing, erection of structural steel, masonry, electrical installation, plumbing, HVAC, lath and plastering, drywall, roofing and all finish trades.

### **Orange Unified School District - Orange**

*1990 to 1991*

Worked as the DSA Project Inspector (IOR). Michael inspected the newly constructed Chapman Hills Elementary School from the ground up. Inspected all access compliance (ADA) concrete foundations, wood framing, erection of steel moment frame and truss, masonry, electrical installation, plumbing, HVAC, lath & plaster, drywall, roofing, fire sprinkler system, and finish trades.

### **Colton Unified School District - Colton**

*1989 to 1990*

Worked as the DSA Project Inspector (IOR). Michael inspected HVAC retrofit at Colton Union High School and relocatable classrooms at 5 different sites. Inspected all access compliance (ADA), the installation of HVAC and electrical system. Inspected the relocatable classrooms for all access compliance (ADA), the installation of HVAC and electrical system. Inspected the relocatable classrooms for all access compliance (ADA) and all on site structural, electrical, plumbing and mechanical and finish trades.

## ***References:***

Jones, Walter	Supervising Construction Inspector LAUSD (818) 427-4009
Tran, Anthony	District Structural Engineer, DSA (213) 897-0897
Puchalski, Joseph	Architect/Project Manager (818) 893-8279

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **NOLTE - Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

**Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.

5. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
6. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
7. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".



- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

**8. Responsibilities of Consultant:**

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.
- d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

**9. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
10. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
11. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

12. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
13. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
14. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
15. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
16. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
17. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

18. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

19. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").


20. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.
  - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
21. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.
- a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

22. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

23. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
24. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
25. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
26. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
27. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

28. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D “Conflict of Interest Check” attached hereto.

29. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

30. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

31. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

32. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

**To Consultant:** NOLTE – Vertical Five (NV5)  
1868 Palma Drive, Suite A  
Ventura, CA 93003  
Attention: Scott Moors  
T: (805) 656-6074  
Email: scott.moors@nv5.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

33. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
34. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
35. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
36. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of



any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

37. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

38. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

39. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

**NOLTE-VERTICAL FIVE:**

Lisa A. Franz  
Signature

Scott Moors  
Signature

Lisa A. Franz, Director, Purchasing  
Typed Name/Title

Scott Moors / Vice President  
Typed Name/Title

11-20-13  
Date

10-30-13  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 94-2706173

- Not Project Related  
 Project #13-130


**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply with all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

- Not Project Related
- Project #13-130

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:		COMPLETION DATE:
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>  _____ (SIGNATURE)	CONSULTANT:  _____ (SIGNATURE)	
_____	(DATE)	(DATE)
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
_____ (PM APPROVAL SIGNATURE)		
_____ (DATE)		
SPECIAL INSTRUCTIONS:		

- Not Project Related  
 Project #13-130

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

**PROJECT DSA INSPECTIONS FEE SCHEDULE**

NOLTE – Vertical Five is pleased to present Fee Schedule for Project Inspection Services for the Oxnard School District.

<u>Classification</u>	<u>Hourly Rate</u>
1. DSA Class 1 Project Inspector	\$ 85
2. DSA Class 2 Project Inspector	\$ 80
3. DSA Class 3 Project Inspector	\$ 75

**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant’s office to District’s office or to the subject project site will not be approved for reimbursement.

**B. Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the WAL.

**C. Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

Not Project Related

Project #13-130

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. Acceptable back-up for billings shall include, but not be limited to:
  - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
  - b. Records for all supplies, materials and equipment properly charged to the Services.
  - c. Records for all travel pre-approved by District and properly charged to the Services.
  - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-130

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**INSURANCE**

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination**

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #13-130

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #13-130

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: 11-20-13

By: Lisa Franz  
Lisa A. Franz  
Director, Purchasing



Not Project Related

Project #13-130

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

- Not Project Related
- Project #13-130

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Scott Moore

Title: Vice President

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-13

Proper Name of Contractor: Nolte - Vertical Five

Signature: 

By: Scott Moore

Its: \_\_\_\_\_

- Not Project Related  
 Project #13-130

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)**

**The Project Inspector's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

**1. Certifications:**

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors' Certificate issued by the Division of the State Architect.

**2. Pre-Construction services required:**

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

**3. Construction Phase Services Required:**

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

**4. Post-Construction Services Required:**

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

- Not Project Related  
 Project #13-130

**5. Reports**

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

**6. Time**

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

**7. Accuracy Standards**

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.





- Not Project Related  
 Project #13-130

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
  - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
  - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
  - 4 Feel free to include your company logo if you wish
  - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
  - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.
- First Billing**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
  - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values:% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

# Cavignac & Associates

INSURANCE BROKERS

License No. OA99520

450 B Street, Suite 1800  
San Diego, CA 92101-8005

**Phone** 619-234-6848  
**Fax** 619-234-8601  
**Web Site** [www.cavignac.com](http://www.cavignac.com)

Oxnard School District  
ATTN: Lisa Franz  
1051 South 'A' Street  
Oxnard, CA, 93030

Oct 29, 2013

Re: NV5, Inc.; BTC Labs - Vertical V, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email ([certificates@cavignac.com](mailto:certificates@cavignac.com)) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243841.

Sincerely,

Cavignac & Associates Certificate Department  
[certificates@cavignac.com](mailto:certificates@cavignac.com)  
619-234-1239 (fax)

cc: Danielle Wooten ([danielle.wooten@nv5.com](mailto:danielle.wooten@nv5.com))

Certificate of Insurance for NV5, Inc.; BTC Labs - Vertical V, Inc.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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

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

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

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

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

#### **B. BLANKET ADDITIONAL INSURED**

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales/Lisa Cline

**Date of Meeting:** 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X   Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL of WORK AUTHORIZATION LETTER #5 to EARTH SYSTEMS SOUTHERN CALIFORNIA, for MATERIAL TESTING AND SPECIAL INSPECTION SERVICES for the MARSHALL NEW CLASSROOM BUILDING PROJECT (Morales/Cline/CFW)**

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At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Engineering, Material Testing and Special Inspections Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #5 to Earth Systems Southern California, to provide Material Testing and Special Inspection Services for the Marshall New Classroom Building Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-122

Work Authorization Letter #5

Consultant: **EARTH SYSTEMS SOUTHERN CALIFORNIA**

Date Issued: **05/17/2017**

Fixed Fee Amount: **Twenty-Nine Thousand One Hundred Dollars and Zero Cents (\$29,100.00)**

Source of Funds: **Master Construct and Implementation Program**

The attached Work Authorization Letter describes the scope of services requested from Earth Systems Southern California, and calls for the performance of Material Testing and Special Inspections Services to ensure that the construction work is in accordance with DSA.

## **FISCAL IMPACT**

The Material Testing and Special Inspections Services will be completed for a fee of: **Twenty-Nine Thousand One Hundred Dollars and Zero Cents (\$29,100.00)** to be funded from the Master Construct and Implementation Program.

## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5 for Master Agreement #13-122 with Earth Systems Southern California.

## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #5 Earth Systems Southern California (1 Page)
- Earth Systems Southern California Proposal, April 10, 2017 (3 Pages)
- Master Agreement #13-122 (41 Pages)





April 10, 2017

Proposal No.: VP-17-100B

Oxnard School District  
c/o Chris Yafuso  
Caldwell Flores and Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

**Project:** Marshall Elementary School Classroom Building  
2900 Thurgood Marshall Drive  
Oxnard, California

**Subject:** Proposal to Provide Testing and Special Inspection Services during Construction

**Ref.:**

1. CSDA Design Group, January 28, 2016 (Submittal Date), Approved Project Plans for New Marshall Elementary School Classroom Building.
2. DSA, February 17, 2017, DSA-103 Form, Listing of Structural Tests and Special Inspections -2013 CBC, DSA File No. 56-22, Application No. 03-116806.

Earth Systems Southern California (Earth Systems) is pleased to submit this proposal to provide materials testing and special inspection services during the construction phase for a new classroom building at Marshall Elementary School in Oxnard, California. Although we have not been presented with a construction schedule, based on information provided in the referenced Project Plans, the Listing of Structural Tests and Special Inspections sheet, and our experience with projects of a similar nature, the following scope of work is anticipated:

#### **Concrete Batch Plant Inspection**

An Inspector will observe the concrete batching operation at the time concrete is mixed. We anticipate that the batching will be performed off-site, and will not require Prevailing Wage rates for our inspector.

#### **Concrete Sampling at Site**

A technician will perform slump and temperature tests and sample the concrete as it is placed. Cylinders will be transported to the lab after initial curing at the site.

#### **Concrete Strength Testing**

Concrete cylinders will be stored in a concrete curing room until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals.

**Identifying and Sampling Reinforcing Steel**

Reinforcing steel will be identified, and samples will be gathered and returned to the laboratory for testing, as required.

**Laboratory Testing of Reinforcing Steel**

Tensile and bend strength testing will be performed on samples of reinforcing steel.

**Structural Composite Lumber (SCL) Fabrication Inspection**

The assembly of SCL will be inspected at the glu-lam fabrication shop. It is assumed that the fabrication facility will be located in Oregon.

**Post-Installed Anchor Testing**

Pull testing of post-installed anchors will be performed by one of our special inspectors. (If required, an Inspector will also observe anchor installation.)

**Welding Inspection at Site**

An Inspector will observe the welding where required by the project plans.

**Welding Inspection at Fabrication Shop**

An Inspector will observe the welding at the fabrication shop.

**Engineering Review and Consultation**

Engineering review, consultation, and preparation of reports will be provided, including preparing and filing all required DSA-291 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

**Inspection Types Not Expected to Be Necessary**

A review of the Testing and Inspection List, and a cursory review of the plans indicates that certain types of inspection will not be necessary, including those pertaining to high strength bolting and masonry.

**BASIS FOR CHARGES**

The basis of charges for this proposal is the Fee Schedule included with the Agreement for Consultant Services No. 13-122 with the Oxnard School District, except that on-site testing and inspection hourly rates will be increased by the amount that the Department of Industrial Relations has increased Prevailing Wage in the time period since the agreement was reached. Fees will be based on the number of hours of work provided toward the project, and the referenced fee schedule

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations issues a required increase in



Prevailing Wage during the time that the project is underway, or if they determine that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

**ESTIMATED FEES**

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates should only be considered general approximations, and should not be considered not-to-exceed.

Concrete Batch Plant Inspection, On-site Sampling & Laboratory Testing:	\$9,400.00
Steel Identification and Testing, and Anchor Pull Testing:	\$6,300.00
SCL Fabrication Inspection and Testing:	\$4,500.00
Shop & Field Welding Inspection:	\$8,900.00
<u>Additional Services:</u>	<u>Per Fee Schedule</u>
<b>Total Estimate</b>	<b>\$29,100.00</b>

**TERMS FOR SERVICES**

Terms for Services are included within the Agreement for Consultant Services No. 13-122 that was authorized by the Oxnard School District on November 20, 2013.

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Southern California**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,  
**EARTH SYSTEMS SOUTHERN CALIFORNIA**

Agreed to and Accepted

Patrick V. Boales  
Engineering Geologist No. 1346/President

\_\_\_\_\_  
Client Signature and Title

Anthony P. Mazzei  
Geotechnical Engineer No. 2823

\_\_\_\_\_  
Client Name (in print)

\_\_\_\_\_  
Date

Copies:           1 - Oxnard School District c/o CFW (via email)  
                  1 - Proposal File

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND  
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

**9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

**10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
- a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [ ] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

PVB (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any



elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

PVB (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.
30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
- a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
- a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

PVB (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
Assistant Superintendent, Business & Fiscal Services  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

**To Consultant:** Earth Systems  
1731-A Walter Street  
Ventura, CA 93003  
Attention: Paul Mooney  
T: (805) 642-6727  
Email: pmooney@earthsys.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

Lisa A. Franz, Director, Purchasing  
Typed Name/Title

11-20-13  
Date

Tax Identification Number: 95-6002318

**EARTH SYSTEMS SOUTHERN CALIFORNIA:**

Patrick V. Boales  
Signature

Patrick V. Boales, President  
Typed Name/Title

November 1, 2013  
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

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	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
<b>SPECIAL INSTRUCTIONS:</b>		

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**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

<b>Professional Personnel (hourly)</b>	
Staff Engineer/Geologist .....	\$110.00
Senior Engineer/Geologist .....	\$150.00
Laboratory Technician.....	\$75.00
 <b>Technical Personnel (hourly) for Non-Prevailing Wage Services</b>	
Technician (Off-Site or for Sample Pickup) .....	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) .....	\$75.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
 <b>Technical Personnel (hourly) for On-Site (Prevailing Wage) Services</b>	
Soil Technician or Anchor Pull Tester .....	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector .....	\$85.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
 <b>Other</b>	
Certified Payroll .....	\$40.00/person/payroll
.....	plus copying fees

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## LABORATORY SERVICES (Partial Listing of Available Tests)

### *SOIL*

Moisture Content of Soils: ASTM D 2216 .....	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829 .....	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold) .....	\$160.00
Full Curve (6" Mold) .....	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140: CTM 202 .....	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203 .....	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils .....	\$290.00
Soils with Additives .....	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates) .....	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217 .....	\$110.00
Special Sample Preparation .....	\$75.00/hour

### *CONCRETE*

#### Concrete Aggregate

##### Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202 .....	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202 .....	\$95.00

##### Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206 .....	\$75.00
Fine Aggregate: ASTM C 128: CTM 207 .....	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 .....

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212 .....

\$75.00

Special Sample Preparation .....

\$75.00/hour



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### **Cylinders, Beams, and Cores**

Compression Test of Cast Cylinders (all sizes): ASTM C 39 .....	\$30.00*
Compression Test of Cored Samples: ASTM C 42 .....	\$55.00*
Compression Test Gunitite Samples .....	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation .....	\$75.00/hour

\*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

## ***ASPHALT CONCRETE***

### **Miscellaneous Tests**

#### **Bulk Specific Gravity of Compacted Specimens and Core Samples:**

ASTM D 2726, ASTM D 1188; CTM 308 .....	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041 .....	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens) .....	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A .....	\$135.00
Hazardous Waste Handling Charge .....	\$120.00
Moisture Content: CTM 370 .....	\$47.00

#### **Sieve Analysis:**

Washed: ASTM C 117, C 136; CTM 202 .....	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$75.00

#### **Specific Gravity:**

Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208 .....	\$110.00

Unit Weight of Aggregate: ASTM C 29; CTM 212 .....

\$75.00

Sand Equivalent: ASTM D 2419; CTM 217 .....

\$110.00

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### ***AGGREGATE BASE***

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 .....	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

### ***MASONRY***

#### **Concrete Block (Per Specimen)**

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140 .....	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140 .....	\$30.00
Shrinkage (set of 3 required): ASTM C 426 .....	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 .....	\$35.00

#### **Mortar and Grout (Per Specimen)**

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each .....	\$35.00
Compression, 2" Cubes (set of 3 required) .....	\$35.00
Special Sample Preparation .....	\$75.00/hour

#### **Masonry Prisms**

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
---------------------------------------------------------------------------------	----------

#### **Brick/Paving Units (Per Specimen)**

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

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## **STEEL**

### **Reinforcing Bar Tests**

Tensile and Bend Tests, #2 through #9: ASTM A 615 .....\$115.00  
 Tensile and Bend Tests, #10 through #18: ASTM A 615 ..... Per Quote  
 Unit Weight of Coating (Galvanized).....\$105.00

### **Structural Steel**

Tensile and Bend Test (sample preparation not included).....\$115.00  
 Machining Charges, per sample..... Cost plus 20%  
 Unit Weight of Galvanized Coating .....\$110.00

### **Pipe**

Tensile Test (sample preparation not included).....\$57.00  
 Flattening Test (sample preparation not included) .....\$40.00

### **High Strength Bolts**

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set) .....\$250.00

## **MISCELLANEOUS CHARGES FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment .....\$75.00/day  
 Torque Wrench .....\$50.00/day  
 Skidmore Device.....\$75.00/day

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**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

**C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.**

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INSURANCE**

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination**

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

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A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing



Not Project Related

Project #13-122

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: See Attached List

Title: \_\_\_\_\_

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: *Paul E. Mooney, VP.*

By: Paul E. Mooney, Vice President

Its: \_\_\_\_\_



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

Not Project Related

Project #13-122

**EXHIBIT “F”**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**  
**SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING**

**The Geotechnical’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

**1. Borings:**

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

**2. Drilling and sampling methods and protection of property:**

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

### **3. Percolation Testing:**

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

**As part of the Services, Consultant will prepare and deliver the following tangible work products to District:**

### **4. Reports**

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
  - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
    - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
    - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
    - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
    - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
    - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
    - Provide appropriate subsurface profiles of rock or other bearing stratum;
    - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
    - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
  - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
  - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
  - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - v. Subgrade modules for design of pavements or slabs.
  - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - vii. Stability of slopes.
  - viii. Seismic activity.
  - ix. Frost penetration depth and effect.
  - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
  - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
  - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

**5. Construction Phase Services**

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

**STATUS REPORT FOR ACTIVITY:**

- A. Work plan and schedule for completion of services**
- B. Confirmation of completion of boring, drilling, sampling & testing activities**

**DUE DATE**

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments      **NTP + 25 days**

D. Final geotechnical engineering report for District approval      **NTP + 30 days**

**6. Time**

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

**7. Accuracy Standards**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

Not Project Related

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## **SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

### **1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

### **2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.



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All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
- Concrete Cylinders (ASTM C29)
  - Concrete Cores (ASTM C39)
  - Lightweight Concrete (ASTM C495)

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- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

Not Project Related

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**7. Mix Design Review:**

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
  - i. **Masonry Compression Tests**
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18|ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. **Steel Reinforcing**
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. **Concrete Aggregate**
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

**8. Duties:**

- a. The consultant's duties shall include the following:
  - i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

**9. Structural Steel:**

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
  - i. **Field Welding**
  - ii. **High Strength Bolting**
  - iii. **Metal Decking**
  - iv. **Welded Stud Connectors**
  - v. **Fabrication Shop**

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- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
  - ii. Hardness Test (ASTM A325)
  - iii. Tensile Strength (ASTM F606)

## 10. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

Not Project Related

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**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** Earth Systems Southern California ("Earth Systems")

---

Earth Systems has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

Earth Systems Southern California                      Date

The invoice has been reviewed by the following and is recommended for payment:

---

Caldwell Flores Winters, Inc.                      Date

---

Oxnard School District                      Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services



- Not Project Related  
 Project #13-122

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: <b>Hartford Fire Ins. Co.</b>	<b>19682</b>
	INSURER B: <b>American Automobile Ins. Co.</b>	<b>21849</b>
	INSURER C: <b>Lexington Ins. Co.</b>	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13		\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**General Liability Excludes Claims Arising Out of the Performance of Professional Services.**  
**RE: Master Agreement.**  
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

<b>CERTIFICATE HOLDER</b> Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EXCERPTS FROM CA 00001 (1001)  
HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** SCG, Inc., dba Earth Systems

**Policy Number:**57UUNUO0049

**Policy Effective Dates:** 04/01/13

**Additional Insured:**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)  
HARTFORD COMMERCIAL AUTOMOBILE BROAD  
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales/Lisa Cline

**Date of Meeting:** 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda  Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL of WORK AUTHORIZATION LETTER #6 to EARTH SYSTEMS SOUTHERN CALIFORNIA, for GEOTECHNICAL OBSERVATION & TESTING SERVICES for the MARSHALL NEW CLASSROOM BUILDING PROJECT (Morales/Cline/CFW)**

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At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Engineering, Material Testing and Special Inspections Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #6 to Earth Systems Southern California, to provide Geotechnical Observation & Testing Services for the Marshall New Classroom Building Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-122

Work Authorization Letter #6

Consultant: **EARTH SYSTEMS SOUTHERN CALIFORNIA**

Date Issued: **05/17/2017**

Fixed Fee Amount: **Twenty Thousand Dollars and Zero Cents (\$20,000.00)**

Source of Funds: **Master Construct and Implementation Program**

The attached Work Authorization Letter describes the scope of services requested from Earth Systems Southern California, and calls for the performance of Geotechnical Observation & Testing Services to ensure that the construction work is in accordance with DSA.

## **FISCAL IMPACT**

The Geotechnical Observation & Testing Services will be completed for a fee of: **Twenty Thousand Dollars and Zero Cents (\$20,000.00)** to be funded from the Master Construct and Implementation Program.

## **RECOMMENDATION**


It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #6 for Master Agreement #13-122 with Earth Systems Southern California.

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## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #6 Earth Systems Southern California (1 Page)
- Earth Systems Southern California Proposal, April 10, 2017 (4 Pages)
- Master Agreement #13-122 (41 Pages)

	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
	<b>PROJECT #:</b> <b>SITE NAME:</b> Marshall Elementary School <b>MASTER AGREEMENT #:</b> 13-122 <b>WAL #:</b> 6	<b>DATE:</b> 5/17/2017 <b>DSA #:</b> 03-116806 <b>OPSC #:</b> 72538-91 <b>VENDOR ID:</b>
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> <b>Street:</b> <b>City, State, Zip:</b> <b>Phone:</b>	Earth Systems Southern California 1371-A Walter Street Ventura, CA 93003 (805)642-6727
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<p>Earth Systems will be performing the following services when required by Division of the State Architect Inspections List, as requested by the Inspector of Record. Participation at the preconstruction conference, geotechnical observation and compaction testing during grading operations, laboratory testing during site grading, compaction testing within fire department turnaround and other hardscape areas, laboratory testing for parking lots and hardscape work, compaction testing in utility and storm drain trench backfills, laboratory testing for utility trench backfills, geotechnical foundation observation and testing, project management, engineering review and</p> <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<b>START DATE:</b> Approximately July 1, 2017	<b>COMPLETION DATE:</b> Approximately June 30, 2018	
<b>FIXED FEE AMOUNT: <u>Twenty Thousand Dollars and Zero Cents (\$20,000.00)</u></b>		
<i>This fee amount is based upon Consultant's proposal dated <u>4/10/17</u> and subsequent negotiations mutually agreed to by all parties</i>		
<p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i></p>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
<b>FOR DISTRICT USE ONLY</b>		
<b>PROJECT MANAGER:</b> P.O. # <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program <b>COST ID:</b> 6280	<b>PREPARED BY:</b> Chris Yafuso <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)	(DATE)	



April 10, 2017

Proposal No.: VP-17-100A

Oxnard School District  
c/o Chris Yafuso  
Caldwell Flores and Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

**Project:** Marshall Elementary School Classroom Building  
2900 Thurgood Marshall Drive  
Oxnard, California

**Subject:** Proposal to Provide Geotechnical Observation and Testing Services during Construction

**Ref.:**

1. CSDA Design Group, January 28, 2016 (Submittal Date), Approved Project Plans for New Marshall Elementary School Classroom Building.
2. DSA, February 17, 2017, DSA-103 Form, Listing of Structural Tests and Special Inspections -2013 CBC, DSA File No. 56-22, Application No. 03-116806.

Earth Systems Southern California (Earth Systems) is pleased to submit this proposal to provide geotechnical observation and testing services during the construction phase for a new classroom building at Marshall Elementary School. Although we have not been presented with a construction schedule, based on information provided in the referenced Project Plans, the Listing of Structural Tests and Special Inspections sheet, and our experience with projects of a similar nature, the following scope of work is anticipated:

**Site Grading, Including Retaining Wall Backfill**

Attendance will be provided by the Project Professional at the pre-job conference. When construction starts, geotechnical observations and compaction testing will be performed as necessary during the rough grading operations and retaining wall backfill operations. Compaction testing will be performed in general accordance with ASTM D 6938. Project management (including site visits) and project review will be provided as deemed necessary by the Project Professional. The intent of such services is for the Project Professional to be kept aware of the status of the job so that questions pertaining to geotechnical details can be answered in a minimal amount of time, and so that "certification" can be issued soon after completion of the grading. A Final Grading Report will be issued as soon as possible after completion of the rough grading.

**Laboratory Testing during Site Grading and Retaining Wall Backfill**

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction. An expansion index test will be run per ASTM D 4829 after grading is completed.

**Compaction Testing within New Fire Department Turnaround and Other Hardscape Areas**

Testing of compaction of subgrade soils and aggregate base materials in the proposed fire department hammerhead turnaround and other hardscape areas will be performed in general accordance with ASTM D 6938 on an intermittent basis. Test results for compaction tests taken in turnaround and hardscape areas will be presented in written reports. Fees for analysis and final structural paving section recommendations will be provided.

**Laboratory Testing for Parking Lots and Hardscape Work**

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils and aggregate base materials tested for compaction. Gradation tests will be performed on aggregate base samples in accordance with ASTM D 422. Resistance ("R") value tests will be run on parking lot subgrade soils in accordance with California Test Method 301. The R-value tests will be used to engineer final designs of the structural paving sections.

**Compaction Testing in Utility and Storm Drain Trench Backfills**

Compaction testing will be performed on an intermittent basis within trench backfills for storm drains and utilities, including electrical, water, gas, and sewer. Compaction testing will be conducted in general accordance with ASTM D 6938. This proposal does not include observations during placement of utilities, trench backfill compaction operations, or related operations. Compaction test results will be presented in written reports.

**Laboratory Testing for Utility Trench Backfills**

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction within trench backfills. If necessary, sand equivalents and/or gradations will be performed.

**Geotechnical Foundation Observations and Testing**

Footing excavation observations will be performed prior to placement of reinforcing steel. Verification of footing and slab subgrade premoistening will be performed for each building. Written reports documenting results of inspections and tests will be provided under the fees set forth herein.

**Project Management, Engineering Review, and Consultation**

Project management, engineering review, consultation, and preparation of reports will be provided by the Professional Staff of Earth Systems, including preparing and filing all required DSA-293 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

**BASIS FOR CHARGES**

The basis of charges for this proposal is the Fee Schedule included with the Agreement for Consultant Services No. 13-122 with the Oxnard School District, except that on-site testing and inspection hourly rates will be increased by the amount that the Department of Industrial Relations has increased Prevailing Wage in the time period since the agreement was reached. Fees will be based on the number of hours of work provided toward the project, and the referenced fee schedule

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations issues a required increase in Prevailing Wage during the time that the project is underway, or if they determine that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

**ESTIMATED FEES**

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates should only be considered general approximations, and should not be considered not-to-exceed.

Geotechnical observation & compaction testing during rough grading and retaining wall backfills, including laboratory testing:	\$13,400.00
Compaction testing in turnaround & other hardscape areas, including laboratory testing:	\$2,150.00
Compaction testing in utility & storm drain trench backfills, including laboratory testing:	\$3,050.00
Geotechnical foundation observations & testing, including pier installation:	\$1,400.00
<u>Additional Services:</u>	<u>Per Fee Schedule</u>
<b>Total Estimate</b>	<b>\$20,000.00</b>

**TERMS FOR SERVICES**

Terms for Services are included within the Agreement for Consultant Services No. 13-122 that was authorized by the Oxnard School District on November 20, 2013.



April 10, 2017

-4-

Proposal No.: VP-17-100A

Upon acceptance of this proposal, please sign and date a copy and return it to Earth Systems Southern California, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

**EARTH SYSTEMS SOUTHERN CALIFORNIA**

Agreed to and Accepted



Patrick V. Boales  
Engineering Geologist No. 1346/President

\_\_\_\_\_  
Client Signature and Title



Anthony P. Mazzei  
Geotechnical Engineer No. 2823

\_\_\_\_\_  
Client Name (in print)

\_\_\_\_\_  
Date

Copies:           1 - Oxnard School District c/o CFW (via email)  
                  1 - Proposal File

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND  
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

**9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

**10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
- a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [ ] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

PVB (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any



elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

PVB (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
- a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
- a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

PVB (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

**To Consultant:** Earth Systems  
1731-A Walter Street  
Ventura, CA 93003  
Attention: Paul Mooney  
T: (805) 642-6727  
Email: pmooney@earthsys.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

Lisa A. Franz, Director, Purchasing  
Typed Name/Title

11-20-13  
Date

Tax Identification Number: 95-6002318

**EARTH SYSTEMS SOUTHERN CALIFORNIA:**

Patrick V. Boales  
Signature

Patrick V. Boales, President  
Typed Name/Title

November 1, 2013  
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-122

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
<b>SPECIAL INSTRUCTIONS:</b>		

- Not Project Related
- Project #13-122

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

<b>Professional Personnel (hourly)</b>	
Staff Engineer/Geologist .....	\$110.00
Senior Engineer/Geologist .....	\$150.00
Laboratory Technician.....	\$75.00
 <b>Technical Personnel (hourly) for Non-Prevailing Wage Services</b>	
Technician (Off-Site or for Sample Pickup) .....	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) .....	\$75.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
 <b>Technical Personnel (hourly) for On-Site (Prevailing Wage) Services</b>	
Soil Technician or Anchor Pull Tester .....	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector .....	\$85.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
 <b>Other</b>	
Certified Payroll .....	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related
- Project #13-122

## LABORATORY SERVICES (Partial Listing of Available Tests)

### *SOIL*

Moisture Content of Soils: ASTM D 2216 .....	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829 .....	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold) .....	\$160.00
Full Curve (6" Mold) .....	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140: CTM 202 .....	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203 .....	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils .....	\$290.00
Soils with Additives .....	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates) .....	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217 .....	\$110.00
Special Sample Preparation .....	\$75.00/hour

### *CONCRETE*

#### Concrete Aggregate

##### Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202 .....	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202 .....	\$95.00

##### Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206 .....	\$75.00
Fine Aggregate: ASTM C 128: CTM 207 .....	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 .....

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212 .....

\$75.00

Special Sample Preparation .....

\$75.00/hour



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### **Cylinders, Beams, and Cores**

Compression Test of Cast Cylinders (all sizes): ASTM C 39 .....	\$30.00*
Compression Test of Cored Samples: ASTM C 42 .....	\$55.00*
Compression Test Gunitite Samples .....	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation .....	\$75.00/hour

\*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

## ***ASPHALT CONCRETE***

### **Miscellaneous Tests**

#### **Bulk Specific Gravity of Compacted Specimens and Core Samples:**

ASTM D 2726, ASTM D 1188; CTM 308 .....	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041 .....	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens) .....	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A .....	\$135.00
Hazardous Waste Handling Charge .....	\$120.00
Moisture Content: CTM 370 .....	\$47.00
<b>Sieve Analysis:</b>	
Washed: ASTM C 117, C 136; CTM 202 .....	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$75.00
<b>Specific Gravity:</b>	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208 .....	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212 .....	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

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### ***AGGREGATE BASE***

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 .....	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

### ***MASONRY***

#### **Concrete Block (Per Specimen)**

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140 .....	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140 .....	\$30.00
Shrinkage (set of 3 required): ASTM C 426 .....	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 .....	\$35.00

#### **Mortar and Grout (Per Specimen)**

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each .....	\$35.00
Compression, 2" Cubes (set of 3 required) .....	\$35.00
Special Sample Preparation .....	\$75.00/hour

#### **Masonry Prisms**

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
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#### **Brick/Paving Units (Per Specimen)**

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

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## **STEEL**

### **Reinforcing Bar Tests**

Tensile and Bend Tests, #2 through #9: ASTM A 615 .....\$115.00  
 Tensile and Bend Tests, #10 through #18: ASTM A 615 ..... Per Quote  
 Unit Weight of Coating (Galvanized).....\$105.00

### **Structural Steel**

Tensile and Bend Test (sample preparation not included).....\$115.00  
 Machining Charges, per sample..... Cost plus 20%  
 Unit Weight of Galvanized Coating .....\$110.00

### **Pipe**

Tensile Test (sample preparation not included).....\$57.00  
 Flattening Test (sample preparation not included) .....\$40.00

### **High Strength Bolts**

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set) .....\$250.00

## **MISCELLANEOUS CHARGES FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment .....\$75.00/day  
 Torque Wrench .....\$50.00/day  
 Skidmore Device.....\$75.00/day

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**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

**C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.**

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

**a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**

**b. Records for all supplies, materials and equipment properly charged to the Services.**

**c. Records for all travel pre-approved by District and properly charged to the Services.**

**d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INSURANCE**

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination**

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

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A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing



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**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: See Attached List

Title: \_\_\_\_\_

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, VP.

By: Paul E. Mooney, Vice President

Its: \_\_\_\_\_



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

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**EXHIBIT “F”**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**  
**SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING**

**The Geotechnical’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

**1. Borings:**

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

**2. Drilling and sampling methods and protection of property:**

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

### **3. Percolation Testing:**

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

**As part of the Services, Consultant will prepare and deliver the following tangible work products to District:**

### **4. Reports**

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
  - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
    - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
    - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
    - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
    - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
    - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
    - Provide appropriate subsurface profiles of rock or other bearing stratum;
    - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
    - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
  - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
  - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
  - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - v. Subgrade modules for design of pavements or slabs.
  - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - vii. Stability of slopes.
  - viii. Seismic activity.
  - ix. Frost penetration depth and effect.
  - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
  - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
  - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

**5. Construction Phase Services**

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

**STATUS REPORT FOR ACTIVITY:**

- A. Work plan and schedule for completion of services**
- B. Confirmation of completion of boring, drilling, sampling & testing activities**

**DUE DATE**

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments      **NTP + 25 days**

D. Final geotechnical engineering report for District approval      **NTP + 30 days**

**6. Time**

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

**7. Accuracy Standards**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

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## **SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

### **1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

### **2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.



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All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
- Concrete Cylinders (ASTM C29)
  - Concrete Cores (ASTM C39)
  - Lightweight Concrete (ASTM C495)

Not Project Related

Project #13-122

- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

Not Project Related

Project #13-122

## 7. Mix Design Review:

- a. *Grout and Mortar Mixes*. The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests*. Laboratory tests shall include:
  - i. **Masonry Compression Tests**
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18|ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. **Steel Reinforcing**
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. **Concrete Aggregate**
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

## 8. Duties:

- a. The consultant's duties shall include the following:
  - i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

## 9. Structural Steel:

- a. *Inspection Services*. The CONSULTANT shall provide inspection services for the following:
  - i. Field Welding
  - ii. High Strength Bolting
  - iii. Metal Decking
  - iv. Welded Stud Connectors
  - v. Fabrication Shop

Not Project Related

Project #13-122

- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
  - ii. Hardness Test (ASTM A325)
  - iii. Tensile Strength (ASTM F606)

#### 10. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

#### 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

#### 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

Not Project Related

Project #13-122

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** Earth Systems Southern California ("Earth Systems")

---

Earth Systems has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

Earth Systems Southern California                      Date

The invoice has been reviewed by the following and is recommended for payment:

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Caldwell Flores Winters, Inc.                      Date

---

Oxnard School District                      Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services



- Not Project Related  
 Project #13-122

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: <b>Hartford Fire Ins. Co.</b>	<b>19682</b>
	INSURER B: <b>American Automobile Ins. Co.</b>	<b>21849</b>
	INSURER C: <b>Lexington Ins. Co.</b>	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**General Liability Excludes Claims Arising Out of the Performance of Professional Services.**  
**RE: Master Agreement.**  
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

<b>CERTIFICATE HOLDER</b> Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EXCERPTS FROM CA 00001 (1001)  
HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** SCG, Inc., dba Earth Systems

**Policy Number:**57UUNUO0049

**Policy Effective Dates:** 04/01/13

**Additional Insured:**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)  
HARTFORD COMMERCIAL AUTOMOBILE BROAD  
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales/Lisa Cline

**Date of Meeting:** 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X   Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL of WORK AUTHORIZATION LETTER #7 to EARTH SYSTEMS SOUTHERN CALIFORNIA, for GEOTECHNICAL OBSERVATION & TESTING SERVICES for the HARRINGTON EARLY CHILD DEVELOPMENT CENTER PROJECT (Morales/Cline/CFW)**

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At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Engineering, Material Testing and Special Inspections Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #7 to Earth Systems Southern California, to provide Geotechnical Observation & Testing Services for the Harrington Early Child Development Center Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-122

Work Authorization Letter #7

Consultant: **EARTH SYSTEMS SOUTHERN CALIFORNIA**

Date Issued: **05/17/2017**

Fixed Fee Amount: **Nine Thousand Four Hundred Dollars and Zero Cents (\$9,400.00)**

Source of Funds: **Master Construct and Implementation Program**

The attached Work Authorization Letter describes the scope of services requested from Earth Systems Southern California, and calls for the performance of Geotechnical Observation & Testing Services to ensure that the construction work is in accordance with DSA.

## **FISCAL IMPACT**

The Geotechnical Observation & Testing Services will be completed for a fee of: **Nine Thousand Four Hundred Dollars and Zero Cents (\$9,400.00)** to be funded from the Master Construct and Implementation Program.


## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #7 for Master Agreement #13-122 with Earth Systems Southern California.

## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #7 Earth Systems Southern California (1 Page)
- Earth Systems Southern California Proposal, April 24, 2017 (4 Pages)
- Master Agreement #13-122 (41 Pages)

	<b>WORK AUTHORIZATION LETTER</b>		
	<b>GENERAL INFORMATION</b>		
	<b>PROJECT #:</b> <b>SITE NAME:</b> Harrington Elementary School <b>MASTER AGREEMENT #:</b> 13-122 <b>WAL #:</b> 7	<b>DATE:</b> 5/17/2017 <b>DSA #</b> 03-116673 <b>OPSC #</b> 72538-90 <b>VENDOR ID:</b>	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>			
<b>DISTRICT</b>	<b>CONSULTANT</b>		
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> <b>Street:</b> <b>City, State, Zip:</b> <b>Phone:</b>	Earth Systems Southern California 1371-A Walter Street Ventura, CA 93003 (805)642-6727	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
Earth Systems will be performing the following services when required by Division of the State Architect Inspections List, as requested by the Inspector of Record. Participation at the preconstruction conference, geotechnical observation and compaction testing during grading operations, laboratory testing during site grading, compaction testing within new hardscape areas, laboratory testing for hardscape work, compaction testing in utility and storm drain trench backfills, laboratory testing for utility trench backfills, geotechnical foundation observation and testing, project management, engineering review and consultation. <i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i>			
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
<b>START DATE:</b> Approximately July 1, 2017	<b>COMPLETION DATE:</b> Approximately June 30, 2018		
<b>FIXED FEE AMOUNT: <u>Nine Thousand Four Hundred Dollars and Zero Cents (\$9,400.00)</u></b>			
<i>This fee amount is based upon Consultant's proposal dated <u>4/10/17</u> and subsequent negotiations mutually agreed to by all parties</i>			
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>			
<i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i>			
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>			
<b>DISTRICT</b>	<b>CONSULTANT</b>		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
<b>FOR DISTRICT USE ONLY</b>			
<b>PROJECT MANAGER:</b> P.O. # <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program <b>COST ID:</b> 6280		<b>PREPARED BY:</b> Chris Yafuso <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)		(DATE)	



April 24, 2017

Proposal No.: VP-17-110A

Oxnard School District  
c/o Chris Yafuso  
Caldwell Flores and Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

**Project:** Harrington Child Development Center  
2501 Gisler Avenue  
Oxnard, California

**Subject:** Proposal to Provide Geotechnical Observation and Testing Services during Construction

**Ref.:**

1. Dougherty and Dougherty Architects, July 22, 2016 (DSA Approval Date), Approved Project Plans for Harrington Early Child Development Center.
2. DSA, July 22, 2016, DSA-103 Form, Listing of Structural Tests and Special Inspections -2013 CBC, DSA File No. 56-22, Application No. 03-116673.

Earth Systems Southern California (Earth Systems) is pleased to submit this proposal to provide geotechnical observation and testing services during the construction phase for the proposed Child Development Center to be located on the campus of Harrington Elementary School. Although we have not been presented with a construction schedule, based on information provided in the referenced Project Plans, the Listing of Structural Tests and Special Inspections sheet, and our experience with projects of a similar nature, the following scope of work is anticipated:

**Site Grading**

Attendance will be provided by the Project Professional at the pre-job conference. When construction starts, geotechnical observations and compaction testing will be performed as necessary during the rough grading operations. Compaction testing will be performed in general accordance with ASTM D 6938. Project management (including site visits) and project review will be provided as deemed necessary by the Project Professional. The intent of such services is for the Project Professional to be kept aware of the status of the job so that questions pertaining to geotechnical details can be answered in a minimal amount of time, and so that "certification" can be issued soon after completion of the grading. A Final Grading Report will be issued as soon as possible after completion of the rough grading.

**Laboratory Testing during Site Grading**

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction. An expansion index test will be run per ASTM D 4829 after grading is completed.

**Compaction Testing within New Hardscape Areas**

Testing of compaction of subgrade soils and aggregate base materials in proposed hardscape areas will be performed in general accordance with ASTM D 6938 on an intermittent basis. Test results for compaction tests taken in hardscape areas will be presented in written reports.

**Laboratory Testing for Hardscape Work**

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils and aggregate base materials tested for compaction. Gradation tests will be performed on aggregate base samples in accordance with ASTM D 422.

**Compaction Testing in Utility and Storm Drain Trench Backfills**

Compaction testing will be performed on an intermittent basis within trench backfills for utilities, including electrical, water, gas, and sewer. Compaction testing will be conducted in general accordance with ASTM D 6938. This proposal does not include observations during placement of utilities, trench backfill compaction operations, or related operations. Compaction test results will be presented in written reports.

**Laboratory Testing for Utility Trench Backfills**

Maximum density-optimum moisture curves will be run per ASTM D 1557 to be used for calculating relative densities of soils tested for compaction within trench backfills. If necessary, sand equivalents and/or gradations will be performed.

**Geotechnical Foundation Observations and Testing**

Footing excavation observations will be performed prior to placement of reinforcing steel. Verification of footing and slab subgrade premoistening will be performed for all new foundations. Written reports documenting results of inspections and tests will be provided under the fees set forth herein.

**Project Management, Engineering Review, and Consultation**

Project management, engineering review, consultation, and preparation of reports will be provided by the Professional Staff of Earth Systems, including preparing and filing all required DSA-293 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

### **BASIS FOR CHARGES**

The basis of charges for this proposal is the Fee Schedule included with the Agreement for Consultant Services No. 13-122 with the Oxnard School District, except that on-site testing and inspection hourly rates will be increased by the amount that the Department of Industrial Relations has increased Prevailing Wage in the time period since the agreement was reached. Fees will be based on the number of hours of work provided toward the project, and the referenced fee schedule

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations issues a required increase in Prevailing Wage during the time that the project is underway, or if they determine that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

### **ESTIMATED FEES**

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates should only be considered general approximations, and should not be considered not-to-exceed.

Geotechnical observation & compaction testing during rough grading, including laboratory testing:	\$4,900.00
Compaction testing in hardscape areas, including laboratory testing:	\$1,600.00
Compaction testing in utility trench backfills, including laboratory testing:	\$1,500.00
Geotechnical foundation observations & testing:	\$1,400.00
<u>Additional Services:</u>	<u>Per Fee Schedule</u>
<b>Total Estimate</b>	<b>\$9,400.00</b>

### **TERMS FOR SERVICES**

Terms for Services are included within the Agreement for Consultant Services No. 13-122 that was authorized by the Oxnard School District on November 20, 2013.



April 24, 2017

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Proposal No.: VP-17-110A

Upon acceptance of this proposal, please sign and date a copy and return it to Earth Systems Southern California, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

**EARTH SYSTEMS SOUTHERN CALIFORNIA**

Agreed to and Accepted



Patrick V. Boales

Engineering Geologist No. 1346/President

\_\_\_\_\_  
Client Signature and Title



Anthony P. Mazzei

Geotechnical Engineer No. 2823

\_\_\_\_\_  
Client Name (in print)

\_\_\_\_\_  
Date

Copies:           1 - Oxnard School District c/o CFW (via email)  
                  1 - Proposal File

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND  
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

**9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

**10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
- a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [ ] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

PVB (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any



elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

PVB (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
- a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
- a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

PVB (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

**To Consultant:** Earth Systems  
1731-A Walter Street  
Ventura, CA 93003  
Attention: Paul Mooney  
T: (805) 642-6727  
Email: pmooney@earthsys.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

Lisa A. Franz, Director, Purchasing  
Typed Name/Title

11-20-13  
Date

Tax Identification Number: 95-6002318

**EARTH SYSTEMS SOUTHERN CALIFORNIA:**

Patrick V. Boales  
Signature

Patrick V. Boales, President  
Typed Name/Title

November 1, 2013  
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-122

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
<b>SPECIAL INSTRUCTIONS:</b>		

- Not Project Related
- Project #13-122

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

<b>Professional Personnel (hourly)</b>	
Staff Engineer/Geologist .....	\$110.00
Senior Engineer/Geologist .....	\$150.00
Laboratory Technician.....	\$75.00
 <b>Technical Personnel (hourly) for Non-Prevailing Wage Services</b>	
Technician (Off-Site or for Sample Pickup) .....	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) .....	\$75.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
 <b>Technical Personnel (hourly) for On-Site (Prevailing Wage) Services</b>	
Soil Technician or Anchor Pull Tester .....	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector .....	\$85.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
 <b>Other</b>	
Certified Payroll .....	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related
- Project #13-122

## LABORATORY SERVICES (Partial Listing of Available Tests)

### *SOIL*

Moisture Content of Soils: ASTM D 2216 .....	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829 .....	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold) .....	\$160.00
Full Curve (6" Mold) .....	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140: CTM 202 .....	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203 .....	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils .....	\$290.00
Soils with Additives .....	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates) .....	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217 .....	\$110.00
Special Sample Preparation .....	\$75.00/hour

### *CONCRETE*

#### Concrete Aggregate

##### Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202 .....	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202 .....	\$95.00

##### Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206 .....	\$75.00
Fine Aggregate: ASTM C 128: CTM 207 .....	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 .....

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212 .....

\$75.00

Special Sample Preparation .....

\$75.00/hour



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### **Cylinders, Beams, and Cores**

Compression Test of Cast Cylinders (all sizes): ASTM C 39 .....	\$30.00*
Compression Test of Cored Samples: ASTM C 42 .....	\$55.00*
Compression Test Gunitite Samples .....	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation .....	\$75.00/hour

\*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

## ***ASPHALT CONCRETE***

### **Miscellaneous Tests**

#### **Bulk Specific Gravity of Compacted Specimens and Core Samples:**

ASTM D 2726, ASTM D 1188; CTM 308 .....	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041 .....	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens) .....	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A .....	\$135.00
Hazardous Waste Handling Charge .....	\$120.00
Moisture Content: CTM 370 .....	\$47.00
<b>Sieve Analysis:</b>	
Washed: ASTM C 117, C 136; CTM 202 .....	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$75.00
<b>Specific Gravity:</b>	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208 .....	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212 .....	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

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### ***AGGREGATE BASE***

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 .....	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

### ***MASONRY***

#### **Concrete Block (Per Specimen)**

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140 .....	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140 .....	\$30.00
Shrinkage (set of 3 required): ASTM C 426 .....	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 .....	\$35.00

#### **Mortar and Grout (Per Specimen)**

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each .....	\$35.00
Compression, 2" Cubes (set of 3 required) .....	\$35.00
Special Sample Preparation .....	\$75.00/hour

#### **Masonry Prisms**

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
---------------------------------------------------------------------------------	----------

#### **Brick/Paving Units (Per Specimen)**

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

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## **STEEL**

### **Reinforcing Bar Tests**

Tensile and Bend Tests, #2 through #9: ASTM A 615 .....\$115.00  
 Tensile and Bend Tests, #10 through #18: ASTM A 615 ..... Per Quote  
 Unit Weight of Coating (Galvanized).....\$105.00

### **Structural Steel**

Tensile and Bend Test (sample preparation not included).....\$115.00  
 Machining Charges, per sample..... Cost plus 20%  
 Unit Weight of Galvanized Coating .....\$110.00

### **Pipe**

Tensile Test (sample preparation not included).....\$57.00  
 Flattening Test (sample preparation not included) .....\$40.00

### **High Strength Bolts**

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set) .....\$250.00

## **MISCELLANEOUS CHARGES FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment .....\$75.00/day  
 Torque Wrench .....\$50.00/day  
 Skidmore Device.....\$75.00/day

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**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

**C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.**

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

**a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**

**b. Records for all supplies, materials and equipment properly charged to the Services.**

**c. Records for all travel pre-approved by District and properly charged to the Services.**

**d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INSURANCE**

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination**

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

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A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing



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**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: See Attached List

Title: \_\_\_\_\_

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, VP.

By: Paul E. Mooney, Vice President

Its: \_\_\_\_\_



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

Not Project Related

Project #13-122

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**  
**SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING**

**The Geotechnical's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

**1. Borings:**

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

**2. Drilling and sampling methods and protection of property:**

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

### **3. Percolation Testing:**

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

**As part of the Services, Consultant will prepare and deliver the following tangible work products to District:**

### **4. Reports**

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
  - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
    - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
    - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
    - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
    - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
    - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
    - Provide appropriate subsurface profiles of rock or other bearing stratum;
    - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
    - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
  - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
  - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
  - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - v. Subgrade modules for design of pavements or slabs.
  - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - vii. Stability of slopes.
  - viii. Seismic activity.
  - ix. Frost penetration depth and effect.
  - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
  - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
  - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

**5. Construction Phase Services**

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

**STATUS REPORT FOR ACTIVITY:**

- A. Work plan and schedule for completion of services**
- B. Confirmation of completion of boring, drilling, sampling & testing activities**

**DUE DATE**

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments      **NTP + 25 days**

D. Final geotechnical engineering report for District approval      **NTP + 30 days**

**6. Time**

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

**7. Accuracy Standards**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

Not Project Related

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## **SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

### **1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

### **2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.



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All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
- Concrete Cylinders (ASTM C29)
  - Concrete Cores (ASTM C39)
  - Lightweight Concrete (ASTM C495)

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- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

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## 7. Mix Design Review:

- a. *Grout and Mortar Mixes*. The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests*. Laboratory tests shall include:
  - i. *Masonry Compression Tests*
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18|ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. *Steel Reinforcing*
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. *Concrete Aggregate*
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

## 8. Duties:

- a. The consultant's duties shall include the following:
  - i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

## 9. Structural Steel:

- a. *Inspection Services*. The CONSULTANT shall provide inspection services for the following:
  - i. Field Welding
  - ii. High Strength Bolting
  - iii. Metal Decking
  - iv. Welded Stud Connectors
  - v. Fabrication Shop

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- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
  - ii. Hardness Test (ASTM A325)
  - iii. Tensile Strength (ASTM F606)

## 10. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

Not Project Related

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**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** Earth Systems Southern California ("Earth Systems")

---

Earth Systems has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

Earth Systems Southern California                      Date

The invoice has been reviewed by the following and is recommended for payment:

---

Caldwell Flores Winters, Inc.                      Date

---

Oxnard School District                      Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services



- Not Project Related  
 Project #13-122

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Hartford Fire Ins. Co.</b> INSURER B: <b>American Automobile Ins. Co.</b> INSURER C: <b>Lexington Ins. Co.</b> INSURER D: INSURER E:

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**General Liability Excludes Claims Arising Out of the Performance of Professional Services.**  
**RE: Master Agreement.**  
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

<b>CERTIFICATE HOLDER</b> Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EXCERPTS FROM CA 00001 (1001)  
HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** SCG, Inc., dba Earth Systems

**Policy Number:**57UUNUO0049

**Policy Effective Dates:** 04/01/13

**Additional Insured:**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)  
HARTFORD COMMERCIAL AUTOMOBILE BROAD  
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales/Lisa Cline

**Date of Meeting:** 5/17/17

- A. Preliminary Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda  Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Dispersal No. 006 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for payment of Additional Work associated with the Project (Morales/Cline/CFW)**

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School ("Project"). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

During the Regular Meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. During that Meeting, the inclusion of a Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar (\$747,709.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

Contractor Contingency Allocation No. 006 provides a combination of fourteen (14) Proposed Change Order Items due to discrepancies or errors in the Construction Documents or additional work required by IOR, or another Jurisdictional Agency, not in plans. Contractor Contingency Allocation No. 006 will not increase Contract Time.

## **FISCAL IMPACT**

Contractor Contingency Allocation No. 006 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **FORTY THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS AND SIXTEEN CENTS** (\$40,223.16). The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 006 will be Two Hundred Seventeen Thousand Six Hundred Ninety-Five Dollars and Nineteen Cents (\$217,695.19).

## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 006 to the Construction Services Agreement #15-198 with Swinerton Builders, for additional items of Work related to the Lemonwood Elementary School Reconstruction Project under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.

## **ADDITIONAL MATERIAL**

Attached:

- *Contingency Allocation No. 006 (3 Pages)*
- *Swinerton PCI No. 0008.1 (4 Pages)*
- *Swinerton PCI No. 0023 (3 Pages)*
- *Swinerton PCI No. 0071 (18 Pages)*
- *Swinerton PCI No. 0084 (3 Pages)*
- *Swinerton PCI No. 0098 (10 Pages)*
- *Swinerton PCI No. 0115 (14 Pages)*
- *Swinerton PCI No. 0118 (12 Pages)*
- *Swinerton PCI No. 0149 (14 Pages)*
- *Swinerton PCI No. 0170 (12 Pages)*
- *Swinerton PCI No. 0171 (11 Pages)*
- *Swinerton PCI No. 0174 (17 Pages)*
- *Swinerton PCI No. 0175 (3 Pages)*
- *Swinerton PCI No. 0188 (4 Pages)*
- *Swinerton PCI No. 0189 (4 Pages)*



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: May 17, 2017

CONTRACTOR CONTINGENCY ALLOCATION NO. 006

<b>PROJECT:</b>	<b>LEMONWOOD K-8 RECONSTRUCTION PROJECT</b>	<b>OWNER:</b>	<b>Oxnard School District</b>
<b>O.S.D. BID No.</b>	<b>N/A</b>		<b>1051 South A Street</b>
<b>O.S.D. Agreement No.</b>	<b>15-198</b>		<b>Oxnard, CA. 93030</b>

<b>ARCHITECT</b>	<b>SVA Architects, Inc.</b>
	<b>3 MacArthur Place, Suite 850</b>
	<b>Santa Ana, CA 92707</b>

**CONTRACTOR:**

**Swinerton Builders**  
**865 S. Figueroa St., Ste. 3000**  
**Los Angeles, CA 90017**  
**Attn: Michael Darquea**

**Architects Proj. No.: 2013-40121**  
**D.S.A. File No.: 56-22**  
**D.S.A. App. No.: 03-116026**

---

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

---

<b>ORIGINAL CONTRACTOR CONTINGENCY SUM</b>	<b>\$ 747,709.00</b>
<b>NET CHANGE - ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATIONS</b>	<b>(\$ 489,790.65)</b>
<b>ADJUSTED CONTINGENCY SUM</b>	<b>\$ 257,918.35</b>
<b>NET CHANGE -</b>	<b>(\$ 40,223.16)</b>
<hr/>	
<b>Total Contingency Allocations to Date:</b>	<b>(\$ 530,013.81)</b>
<b>ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.:006 .....</b>	<b>\$ 217,695.19</b>

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCI 0008 Kitchen redesign			<b>(\$1,362.14)</b>	
2.	PCI 0023 Increase elevator capacity to 3500 lbs.			<b>\$2,181.33</b>	
3.	PCI 0071 Revision to structural wall at elevator		<b>\$8,125.32</b>		
4.	PCI 0084 Credit for Owner furnished soap and towel dispensers		<b>(\$640.00)</b>		
5.	PCI 0098 Delete roof drains at MPR		<b>(\$12,699.81)</b>		
6.	PCI 0115 Add water heater and faucet at room 1-133		<b>\$3,305.81</b>		
7.	PCI 0118 Add electronic trap primers		<b>\$3,794.41</b>		
8.	PCI 0149 Furnish and install fixture mounts		<b>\$3,613.37</b>		
9.	PCI 0170 Furnish and install power, wire, switches and controls per RFI 0193		<b>\$7,724.06</b>		
10.	PCI 0171 Furnish and install conduit, wire, switches and controls per Bulletin 24		<b>\$3,867.49</b>		
11.	PCI 0174 Install fan coil condensate drain lines		<b>\$11,577.37</b>		
12.	PCI 0175 Relocate framing hardware to allow for new scuppers		<b>\$7,573.93</b>		
13.	PCI 0188 Extend furred wall to accommodate piping		<b>\$1,169.38</b>		
14.	PCI 0189 Lower window header due to ceiling height conflict		<b>\$1,992.64</b>		
	<b>Totals</b>		<b>\$39,403.97</b>	<b>\$819.19</b>	

**Total Contractor Contingency Allocation Approval No. 006 ..... \$40,223.16**

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

**ARCHITECT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
**DEPUTY SUPERINTENDENT BUSINESS AND FISCAL SERVICES:**

**DATE:**\_\_\_\_\_

**APPROVAL (REQUIRED):**

**DEPUTY SUPT./PURCHASING DIRECTOR:**\_\_\_\_\_

**DATE:**\_\_\_\_\_



April 11, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0008.1 CCD 001 Kitchen Re-design

*Approved  
 OCA - Credit to  
 Contingency Allowance*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

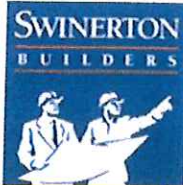
CCD 001 - Kitchen Redesign. Major scope changes included in this change include the following:  
 Kitchen furnishings and equipment, electrical, plumbing, wall finishes, etc.

Phase	Category	Description	Subcontractor	Quote
015290	71150	Blueprint Service		184.41
033100	71140	CCD 001 - Kitchen Redesign. Major scope changes included in this change include the following: Kitchen furnishings and equipment, electrical, plumbing, wall finishes, etc.	SWINERTON BUILDERS	3,500.00
092900	71140	CCD 001 - Kitchen Redesign. Major scope changes included in this change include the following: Kitchen furnishings and equipment, electrical, plumbing, wall finishes, etc.	RUTHERFORD CO.	2,254.00
099100	71140	CCD 001 - Kitchen Redesign. Major scope changes included in this change include the following: Kitchen furnishings and equipment, electrical, plumbing, wall finishes, etc.	Triumph Painting	2,691.28 ✓
114000	71140	CCD 001 - Kitchen Redesign. Major scope changes included in this change include the following: Kitchen furnishings and equipment, electrical, plumbing, wall finishes, etc.	R.W. SMITH & CO.	29,372.71 ✓
220010	71140	CCD 001 - Kitchen Redesign. Major scope changes included in this change include the following: Kitchen furnishings and equipment, electrical, plumbing, wall finishes, etc.	CITY COMMERCIAL PLUMBING, INC.	14,878.00 ✓
260010	71140	CCD 001 - Kitchen Redesign. Major scope changes included in this change include the following: Kitchen furnishings and equipment, electrical, plumbing, wall finishes, etc.	TAFT ELECTRIC COMPANY	14,638.00
510005	71180	CCD 001 - Kitchen Redesign		.00
510005	71180	Kitchen allowance		-75,000.00

*WPS 4/16*

*mjh, 4/17/17*      *Prof 4/17/17*





			<b>Subtotal</b>	<b>-7,481.60</b>
007480	71160	Subguard	1.15%	776.46
007410	71160	Builders Risk	0.6%	409.77
007420	71160	General Insurance	1.15%	785.39
007510	71160	P&P Bond	1%	673.34
991000	79999	Change Order Fee	5%	3,474.50
			<b>Markup Subtotal</b>	<b>6,119.46</b>
			<b>PCI Total</b>	<b>-1,362.14</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-1,362.14.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

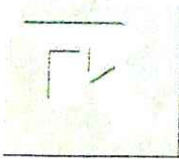
Bill Gray  
PM

Date: 4/11/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Rutherford Co., Inc.**  
 2107 Crystal Street  
 Los Angeles, CA 90039  
 Phone: (323) 666-5284 / Fax: (323) 665-0328  
[www.rutherfordco.net](http://www.rutherfordco.net)

Date:	10/18/16
RCI Job #:	16-075
RCI COR #:	001
GC Tracking #:	

## CHANGE ORDER REQUEST

EMAIL: [bgray@swinerton.com](mailto:bgray@swinerton.com)

TO: Swinerton Builders

ATTN: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL**

### DESCRIPTION OF WORK:

DSA CCD #140: MPR Bldg. Kitcehn/ Restroom Re-Design. Added and deleted work at janitor room.

BREAKDOWN:		HR. RATE	QTY.	UNIT		AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$72.00	20	HRS	\$	1,440.00	
	Regular-Foreman	\$0.00	0	HRS	\$	-	
	Regular-Superintendent	\$0.00	0	HRS	\$	-	
	Safety/QC Manager	\$0.00	0	HRS	\$	-	
	Overtime-Journeyman	\$0.00	0	HRS	\$	-	
	Doubletime-Journeyman	\$0.00	0	HRS	\$	-	
MATERIAL		\$477.00	+	Tax	\$	519.93	
EQUIPMENT		\$0.00	0	Day	\$	-	
		\$0.00	0	Day	\$	-	
		\$0.00	0	Day	\$	-	
SCAFFOLD		\$0.00	0	Day	\$	-	
SUBS/MISC.							
FREIGHT/DELIVERY		\$0.00	0	LS	\$	-	
		\$0.00	0	LS	\$	-	
		\$0.00	0	LS	\$	-	
SUBTOTAL						\$	1,959.93
15.0% OHP MARKUP						\$	293.99
<b>COR TOTAL:</b>						<b>\$</b>	<b>2,254</b>

### QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

*Project Manager*

Approved By:

Rutherford Co., Inc.

ADDENDUM NO.:

RUTHERFORD CO., INC.

#16075

SHEET NO.: 2

PROJECT: Lemanwood K-2 Reconstruction

BID DATE:

RESS:

TIME:

AM PM

LOCATION: Oxford

TAKE - OFF MADE:

ARCHITECT:

TEL.:

PLAN NOS.:

PLAN DATES:

	QUANTITY	UNITS	COST MATERIAL PER UNIT	MATERIAL COST	LABOR AVER.	TOTAL DAYS
DSA CCD - #140						115.
MPE Bldg. Kitchen / Restroom Re-Design						
Add: Deleted Work in Similar Res. Relocation: Walls: layout	-	-	-	-	-	1
Moop. Plate	3	'	2	16	-	1
2005-100-015	96	sq	1.50	144	-	3
6" x 12" Slotted Teak	3	'	1.90	15	-	1
6" x 12" DLT	3	'	1.20	10	-	1
5/8" DensShield 1/2	192	sq	.90	173	-	4
1/2" Gypsum 1/2	192	"	.10	19	-	4
Set Hollow Metal Frame	1	ea.	-	-	-	1
Boxed Flash & Nuts	1	ea.	100	100	-	1
Add wall: Deleted wall: 23' x 12' 15' x 12'						
∴ Add 3' x 12'						
Stock	-		-	-	-	2
Chup	-		-	-	-	1
				\$477		20
				+ 18		72
				\$500		\$1440
Sub-Total: \$1,910						
+ 299 (15%)						
Add: \$2,254						



April 5, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickie, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0023 Increase elevator capacity to 3500#

*4/17/17  
 Approved  
 City Required -  
 Fire Marshall  
 OCA*

Dear Ms. Hickie ,

We request a Change Order to our contract for the following:

Increase elevator capacity to 3500 lb., increase cab size to accommodate gurney access per City of Oxnard Fire Dept.

Phase	Category	Description	Subcontractor	Quote
142000	71140	Increase elevator capacity to 3500 lb., increase cab size to accommodate gurney access per City of Oxnard Fire Dept	E.N DELL COMPANY INC.	2,000.00
			<b>Subtotal</b>	<b>2,000.00</b>
007480	71160	Subguard	1.15%	23.00
007410	71160	Builders Risk	0.6%	12.14
007420	71160	General Insurance	1.15%	23.27
007510	71160	P&P Bond	1%	20.00
991000	79999	Change Order Fee	5%	102.92
			<b>Markup Subtotal</b>	<b>181.33</b>
			<b>PCI Total</b>	<b>2,181.33</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,181.33.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*mjh - 4/12/17*  
*Cost to TB 4/17/17*  
*wkd 4/18/17*



---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray  
PM  
Date: \_\_\_\_\_

4/05/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bill,

Tom needs this information to assist in the decision if pursuing a variance from the Fire Marshal, or just making the call to change the design to a 3500lb elevator. He needs a ROM. Can you give a \$ amount that I can forward to Tom for his information.

Thanks,

Nalani Scanlon

Senior PE | SWINERTON BUILDERS

865 S. Figueroa Street, Suite 3000 | Los Angeles, CA 90017

T 805.832.4993 | C 213.334.1807 | [www.swinerton.com](http://www.swinerton.com)

**JOB SITE OFFICE: 2200 Carnegie Ct., Oxnard, CA 93033**

[nscanlon@swinerton.com](mailto:nscanlon@swinerton.com)



**INTEGRITY | LEADERSHIP | PASSION | EXCELLENCE**

---

**From:** Glenn Gammoms [<mailto:ggammoms@republicelevator.com>]

**Sent:** Wednesday, August 10, 2016 8:57 AM

**To:** Nalani Scanlon

**Subject:** RE: Lemonwood Elevator

Hello Nalani,

Good talking with you. For our part, I have been informed that our price will increase \$2,000 to make it a 3500 lb capacity elevator.

I have attached our planning guide for your use indicating the required hoist way size necessary for 3500 lb elevator. I should have revised shops tomorrow.

Best Regards,

**Glenn Gammoms**

*Republic Elevator Company*

Phone: 805-683-6302

Fax: 805-683-8948

Email: [ggammoms@republicelevator.com](mailto:ggammoms@republicelevator.com)

---

**From:** Nalani Scanlon [<mailto:NScanlon@swinerton.com>]

**Sent:** Wednesday, August 10, 2016 8:25 AM



April 5, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickie, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0071 CCD 015 RFI 0085 Revised shearwall at Elevator

*Design Issue  
 4/17/17  
 Structural  
 Out of Sequence  
 Work.  
 OCA.*

Dear Ms. Hickie,

We request a Change Order to our contract for the following:

Revise column location and hold down requirements at shear wall adjacent to elevator. Out of sequence work due to RFI and resulting CCD. Forced to do interim and follow up work.

Phase	Category	Description	Subcontractor	Quote
033100	71140	CCD 015 Structural shear wall changes at elevator wall	SWINERTON BUILDERS	6,807.50
			<b>Subtotal</b>	<b>6,807.50</b>
007480	71160	Subguard	1.15%	78.29
007410	71160	Builders Risk	0.6%	41.32
007420	71160	General Insurance	1.15%	79.19
007510	71160	P&P Bond	1%	68.08
991000	79999	Change Order Fee	15%	1,050.94
			<b>Markup Subtotal</b>	<b>1,317.82</b>
			<b>PCI Total</b>	<b>8,125.32</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **8,125.32**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*m #1 4/17/17*  
*907 4/17*  
*4/18/17*



---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray  
PM  
Date: \_\_\_\_\_

4/05/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



### Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: SWINERTON BUILDERS      DATE: 08-23-16      DAY: TUESDAY  
 PROJECT: LEMONWOOD K-8      SB JOB NO. \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_      WO NO. \_\_\_\_\_      SB COST \_\_\_\_\_

DESCRIPTION OF WORK: RE-WORK ELEVATOR PIT  
SLAB FORMS AND REBAR TEMPLATE

LABOR								
EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
ADAM DUAND	G.F	3.5						
JORGE MARTINEZ	J.C.	3.5						
								Total Labor

MATERIALS							
DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
2x6 x 8							
							Total Materials

EQUIPMENT/SUBCONTRACTORS						
DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT	
RE-DIG ELEVATOR MECHANICAL ROOM FOOTING WITH BACKFILL	1	130			130	
						TOTAL EQUIP./SUB'S
						PAGE TOTAL

8/26/16

SWINERTON REPRESENTATIVE      DATE      OWNER'S REPRESENTATIVE      DATE

### Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: SWINERTON BUILDERS      DATE: 10/18/16      DAY: TUESDAY  
 PROJECT: LEMONWOOD K-B      SB JOB NO. 16055106  
 CONTRACT NO. \_\_\_\_\_      WO NO. \_\_\_\_\_      SB COST \_\_\_\_\_

DESCRIPTION OF WORK: STRIP OUT EXTERIOR FORMS IN ELEVATOR PIT, PREPARE FOR WATERPROOFING CONCRETE PAUR

CCD # 15

#### LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
JORGE MARTINEZ	E.E.	8						
RUBEN CASTRITA	J.C.	8						
Total Labor								

#### MATERIALS

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

#### EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

[Signature]      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 SWINERTON REPRESENTATIVE      DATE      OWNER'S REPRESENTATIVE      DATE

### Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: SWINERTON BUILDERS      DATE: 10-19-16      DAY: WEDNESDAY  
 PROJECT: Lemonwood K8      SB JOB NO. 16055106  
 CONTRACT NO. \_\_\_\_\_      WO NO. \_\_\_\_\_      SB COST \_\_\_\_\_

DESCRIPTION OF WORK: RE-SET ANCHOR BOLTS FOR  
4 COLUMNS IN ELEVATOR.  
CCD # 15

#### LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
ADAM DURAND	G.F.	2						
JORGE MARTINEZ	E.F.	8						
RUBEN CASTURITA	J.C.	8						
								Total Labor

#### MATERIALS

DESCRIPTION	O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
							Total Materials

#### EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
					TOTAL EQUIP./SUB'S
					PAGE TOTAL


DATE \_\_\_\_\_
OWNER'S REPRESENTATIVE \_\_\_\_\_
DATE \_\_\_\_\_

### Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: SWINERTON BUILDERS      DATE: 10-21-16      DAY: FRIDAY  
 PROJECT: LEMONWOOD K-8      SB JOB NO. \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_      WO NO. \_\_\_\_\_      SB COST \_\_\_\_\_

DESCRIPTION OF WORK: POUR 33 YARDS OF CONCRETE  
Mix # 3F402005 WITH MASTERLIEF 300D WATERPROOFING  
ADmix FOR ELEVATOR PIT WALLS  
CCD # 15

#### LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
SAM COSTA	J.C	2						
JERGE MARTINEZ	C.F.	2						
ADAM DURAND	G.F.	2						
Total Labor								

#### MATERIALS

DESCRIPTION	.O.*QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

#### EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

 \_\_\_\_\_      DATE \_\_\_\_\_      OWNER'S REPRESENTATIVE \_\_\_\_\_      DATE \_\_\_\_\_

### Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: SWINERTON BUILDERS      DATE: 10-25-16      DAY: TUESDAY  
 PROJECT: LEMONWOOD K-8      SB JOB NO. \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_      WO NO. \_\_\_\_\_      SB COST \_\_\_\_\_

DESCRIPTION OF WORK: PLACE CONCRETE AT SLAB ON  
GRADE AROUND ELEVATOR PIT  
 \_\_\_\_\_  
CCD # 15

LABOR								
EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
<u>ADAM DURAND</u>	<u>G.F.</u>	<u>4</u>						
<u>JORGE MARTINEZ</u>	<u>C.F.</u>	<u>4</u>						
<u>SAM COTA</u>	<u>J.C.</u>	<u>4</u>						
								Total Labor

MATERIALS							
DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
							Total Materials

EQUIPMENT/SUBCONTRACTORS						
DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT	
						TOTAL EQUIP./SUB'S
						PAGE TOTAL

*[Signature]*      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 SWINERTON REPRESENTATIVE      DATE      OWNER'S REPRESENTATIVE      DATE

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire & Life Safety of

This form shall be completed by the Design Professional in General Responsible Charge with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with

School District/Owner: <u>Oxnard School District</u>	DSA File #: <u>56</u> <u>22</u>
Project Name/School: <u>Lemonwood K-8 Reconstruction</u>	<u>03</u> <u>116026</u>

APPLICANT		
CCD #: <u>15</u>	Date Submitted: <u>9/19/16</u>	Attached Pages?: <input type="checkbox"/> NO <input type="checkbox"/> YES
Firm Name: <u>SVA Architects, Inc</u>	Contact Name: <u>Tom Bardwell</u>	
Email: <u>tbardwell@sva-architects.com</u>	Phone Number: <u>949-809-3380</u>	
Address: <u>3 MacArthur Place, Suite 850</u>		
City: <u>Santa Ana</u>	State: <u>CA</u>	Zip: <u>92707</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: <u>Robert Simons</u>	
Professional License #: <u>C-18301</u>	Discipline: <u>Architecture</u>

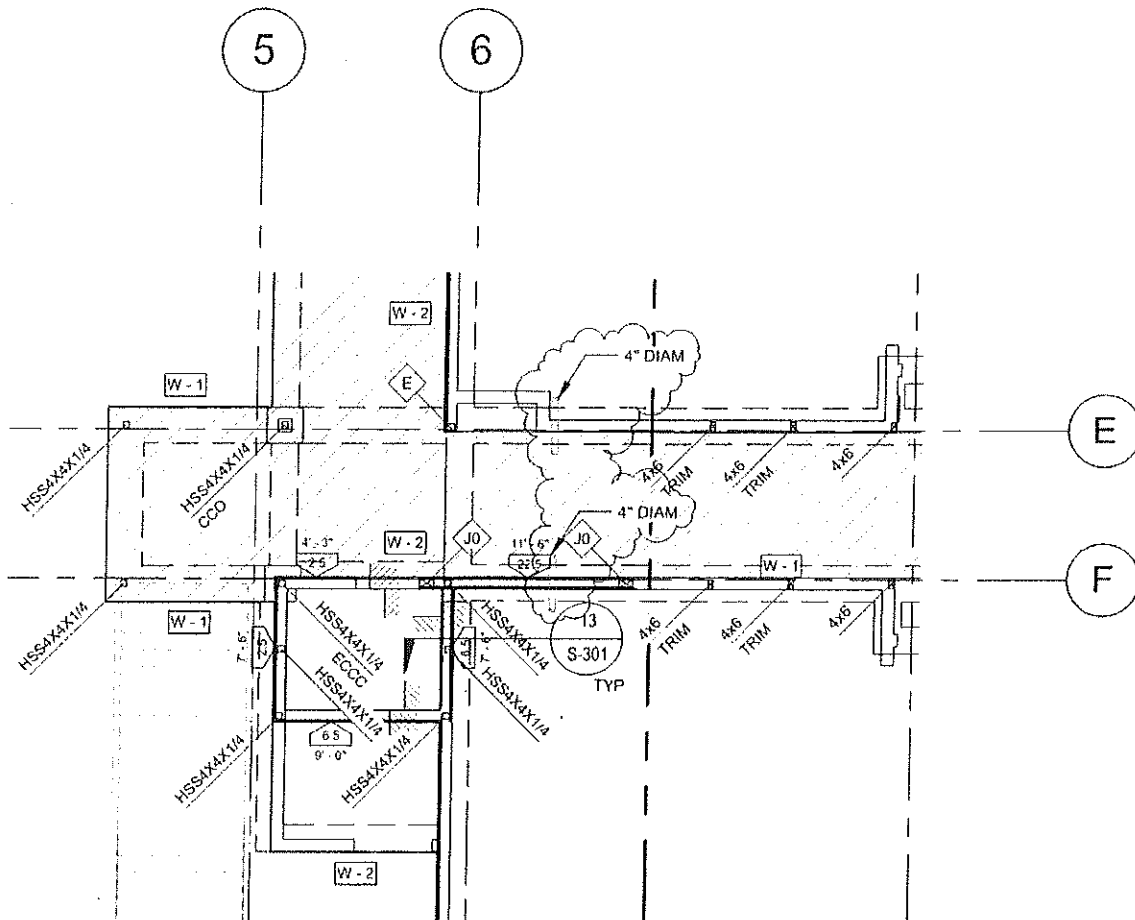
Design Professional in General Responsible Charge State of California Construction Change Documents have been reviewed and approved for compliance with the code requirements of Title 24, Part 1, Section 4-338 (c) for incorporation into the construction of this project.

Signature: Robert M. Simons  
 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

<input checked="" type="checkbox"/> All calculations have been stamped and signed by the Responsible Design Professional.
Brief description of construction change (attach additional sheets if needed): <u>Attached SKS-1 to SKS-3 sheet to accommodate field conditions at the elevator door on the ground floor. The double hold down will be replaced by 4 extended anchor bolts in the adjacent HSS post base plate in addition to a single hold down. The wall lengths have been revised by less than 2".</u>

List of DSA approved drawings affected by this CCD: S-111A, S-112A

DSA USE ONLY		DSA Approval Stamp	
(for paper submittal only)		APPROVED	
SSS <u>E. TSE</u> Date <u>10/13/2016</u> Approved/Disapproved/Not Req'd	For business office use only	DIVISION OF THE STATE ARCHITECT	
FLS _____ Date _____ Approved/Disapproved/Not Req'd	Date Sent _____	LOS ANGELES BASIN REGIONAL OFFICE	
ACS _____ Date _____ Approved/Disapproved/Not Req'd	Return By _____	FILE: <u>56-22</u>	
Remarks _____	Delivery Method _____	AC _____ FLS _____ SS <u>ET</u>	
_____		A# <u>03-116026</u> DATE <u>10/13/2016</u>	



DESCRIPTION:  
**AS APPROVED DRAWING  
 (FOR REFERENCE ONLY)**

DRAWING REFERENCE:  
**S-111A**

SKS #:  
**SKS-1**

PROJECT NAME:  
**LEMONWOOD K-8 RECONSTRUCTION**

ISSUE REFERENCE:  
 CCD #015

DATE  
**09/19/2016**  
 SCALE

PROJECT NUMBER:  
**1340121**

DRAWN BY  
 Author

THIS APPROVAL IS FOR ITEMS WITHIN CLOUDED AREAS ONLY. FOR OTHER INFORMATION NOT CONTAINED WITHIN CLOUDED AREAS, REFER TO ORIGINAL DSA APPROVED PLANS.

DO NOT USE THESE PLANS AS SUBSTITUTE FOR THE ORIGINAL DSA APPROVED PLANS

**REVISED**

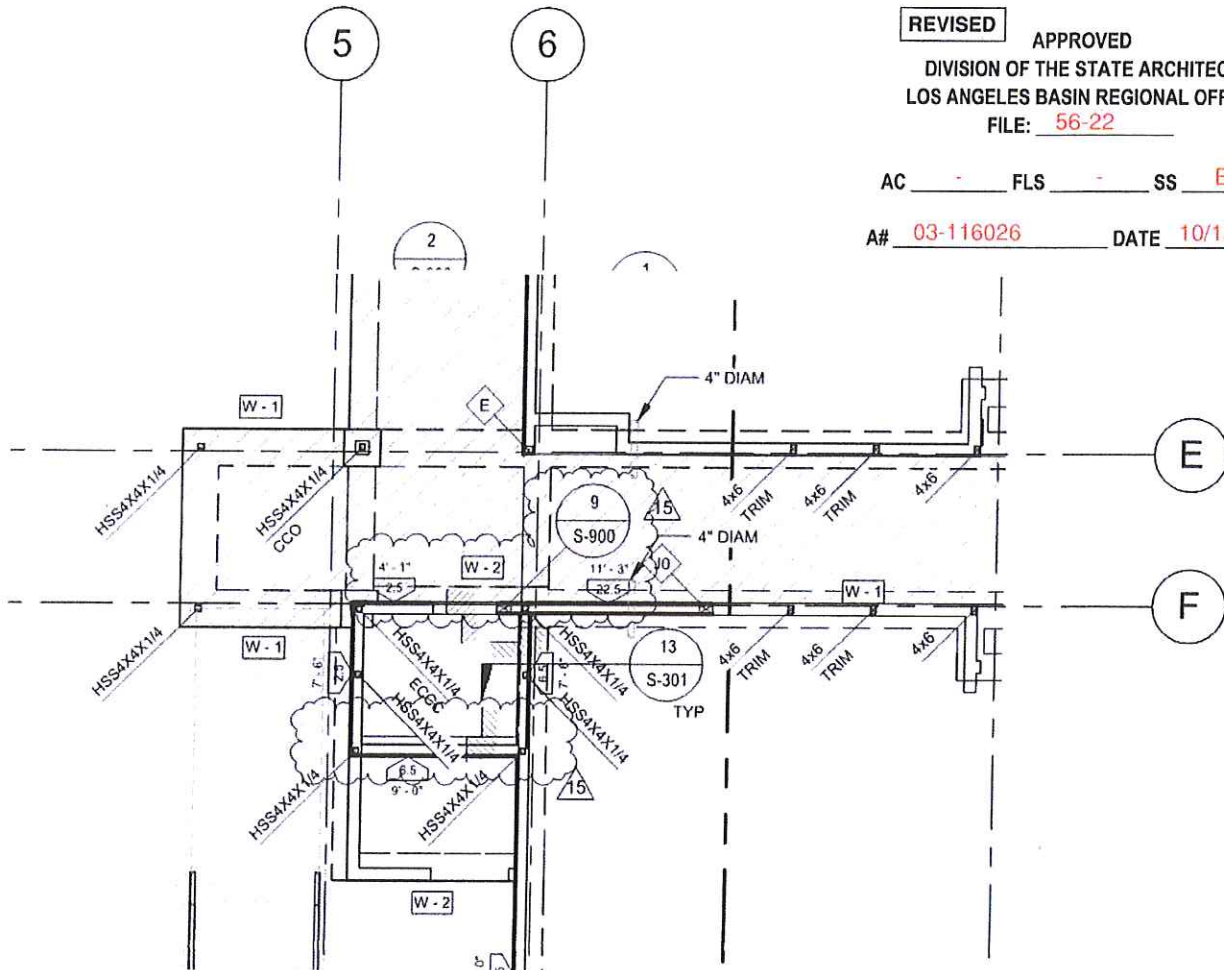
APPROVED

DIVISION OF THE STATE ARCHITECT  
LOS ANGELES BASIN REGIONAL OFFICE

FILE: 56-22

AC - FLS - SS ET

A# 03-116026 DATE 10/13/2016



DESCRIPTION: <b>REVISED PLAN</b>		DRAWING REFERENCE: <b>S-111A</b>	SKS #: <b>SKS-1A</b>
PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>		ISSUE REFERENCE: <b>CCD #015</b>	DATE <b>09/19/2016</b>
PROJECT NUMBER: <b>1340121</b>		SCALE	
		DRAWN BY Author	







cement finish specialists

License No. 745559

# Daily Job Report

Customer:

Job Address:

2200 Carnegie Court  
Chico

D.L. Sinjem  
Foreman Signature:

Date: 10-25-16

slab w curb

7AM - 12 noon

5 hours

# 015  
DLP

Number of Finishers:

2

Number of Laborers:

Job Supervisor:

Adam Durand

Date:

10-25-16

**MATCH LIN**

SEE SHEET S-  
FOR THIS SIDE  
MATCH LIN

5

6

THIS APPROVAL IS FOR ITEMS WITHIN CLOUDED AREAS ONLY. FOR OTHER INFORMATION NOT CONTAINED WITHIN CLOUDED AREAS, REFER TO ORIGINAL DSA APPROVED PLANS.

DO NOT USE THESE PLANS AS SUBSTITUTE FOR THE ORIGINAL DSA APPROVED PLANS

**REVISED**

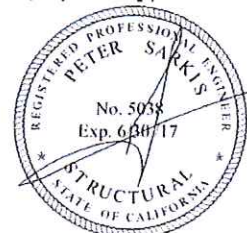
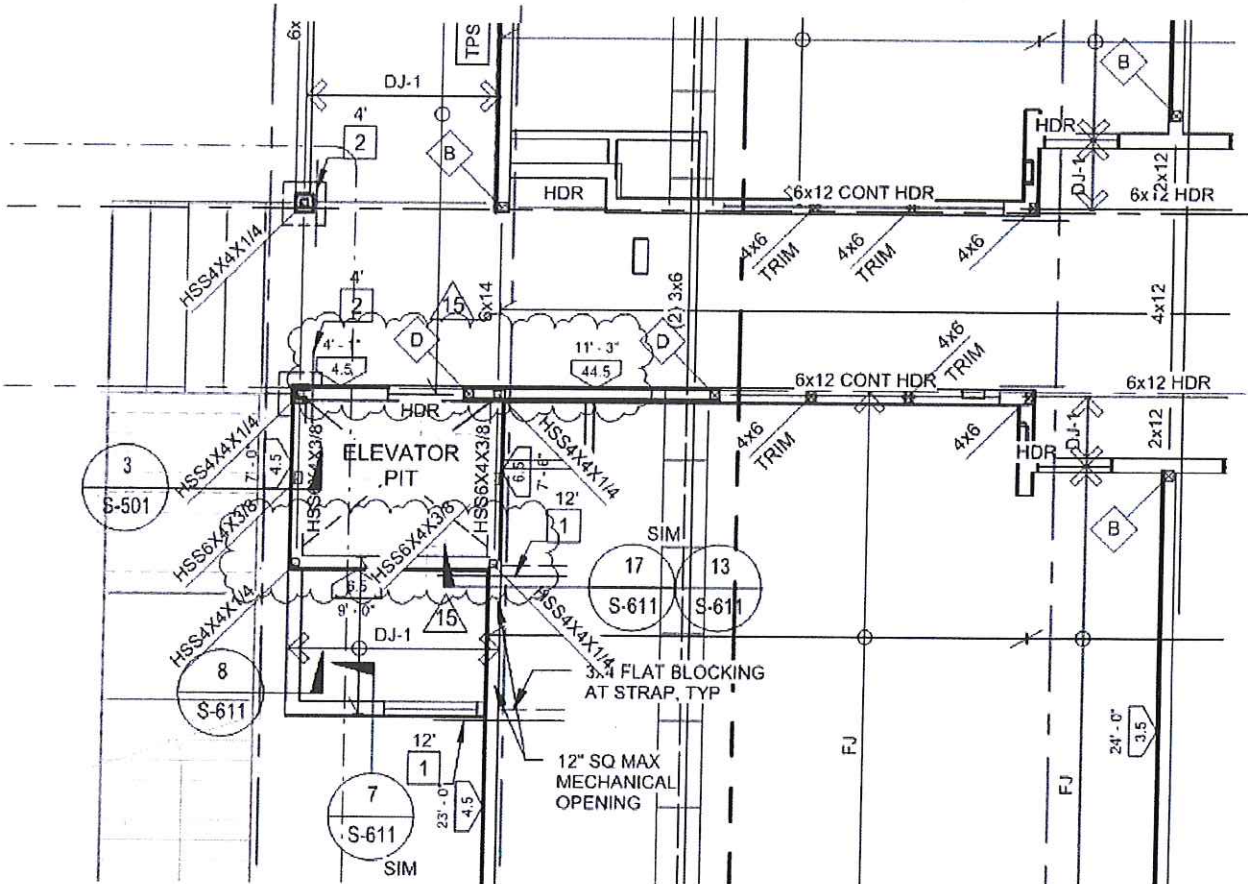
APPROVED

DIVISION OF THE STATE ARCHITECT  
LOS ANGELES BASIN REGIONAL OFFICE

FILE: 56-22

AC - FLS - SS ET

A# 03-116026 DATE 10/13/2016



DESCRIPTION: <b>REVISED PLAN</b>		DRAWING REFERENCE: <b>S-112A</b>	SKS #: <b>SKS-2A</b>
PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>		ISSUE REFERENCE: CCD #015	DATE 09/19/2016
PROJECT NUMBER: 1340121		SCALE	
		DRAWN BY Author	

### Swinerton Builders Concrete Daily Extra Work Agreement

CUSTOMER: SWINERTON BUILDERS      DATE: 1-31-17      DAY: TUESDAY  
 PROJECT: LEMONWOOD K-8      SB JOB NO. 16055106  
 CONTRACT NO. \_\_\_\_\_      WO NO. \_\_\_\_\_      SB COST \_\_\_\_\_

DESCRIPTION OF WORK: - RE Form DIAMONDS AND CURBS AT ELEVATOR PIT  
RFI # 85  
PCI #

#### LABOR

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
ADAM DURAND	G.F.	1						1
JORGIE FRANKO	C.A.	5						5
JORGIE MARTINEZ	J.C.	5						5
Total Labor								11

#### MATERIALS

DESCRIPTION	O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
Total Materials							

#### EQUIPMENT/SUBCONTRACTORS

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
TOTAL EQUIP./SUB'S					
PAGE TOTAL					

  
 SWINERTON REPRESENTATIVE

2/1/17  
 DATE

OWNER'S REPRESENTATIVE

DATE

**Swinerton Builders Concrete  
Daily Extra Work Agreement**

CUSTOMER: SWINERTON BUILDERS DATE: 2-01-17 DAY: WEDNESDAY  
 PROJECT: LEMONWOOD K-B SB JOB NO. 16055106  
 CONTRACT NO. \_\_\_\_\_ WO NO. \_\_\_\_\_ SB COST \_\_\_\_\_

DESCRIPTION OF WORK: - PLACE AND FINISH CONCRETE IN  
DIAMONDS / CURBS AT ELEVATOR  
RFI # 85  
PCI #

**LABOR**

EMPLOYEE	CLASS	HOURS			RATE			AMOUNT
		S.T.	O.T.	D.T.	S.T.	O.T.	D.T.	
<u>ADAM DURAND</u>	<u>Gen.F.</u>	<u>2</u>						<u>2</u>
<u>JORGE MARTINEZ</u>	<u>J.C.</u>	<u>3</u>						<u>3</u>
<u>ORIEL FIGEROA</u>	<u>Co.A.</u>	<u>2</u>						<u>2</u>
<u>JORGE FRANCO</u>	<u>C.A.</u>	<u>2</u>						<u>2</u>
<b>Total Labor</b>								<u>9</u>

**MATERIALS**

DESCRIPTION	.O./QT	RATE	COST	TAX	FREIGHT	MARK-UP	AMOUNT
<b>Total Materials</b>							

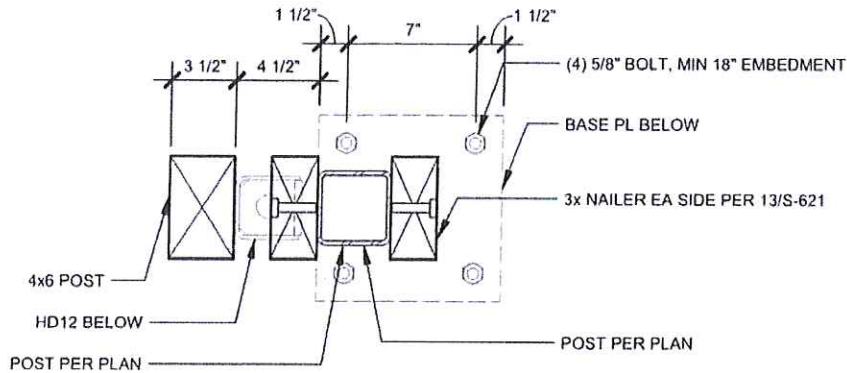
**EQUIPMENT/SUBCONTRACTORS**

DESCRIPTION	HOURS	RATE	COST	MARK-UP	AMOUNT
<b>TOTAL EQUIP./SUB'S</b>					
<b>PAGE TOTAL</b>					

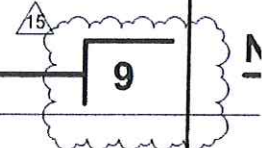
  
 SWINERTON REPRESENTATIVE

2/1/17  
 DATE

OWNER'S REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_



**DETAIL**



APPROVED  
 DIVISION OF THE STATE ARCHITECT  
 LOS ANGELES BASIN REGIONAL OFFICE  
 FILE: 56-22

AC - FLS - SS **ET**  
 A# 03-116026 DATE 10/13/2016



DESCRIPTION: <b>NEW DETAIL</b>	DRAWING REFERENCE: <b>9/S-900</b>	SKS #: <b>SKS-3</b>
PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>	ISSUE REFERENCE: CCD #015	DATE <b>09/19/2016</b>
PROJECT NUMBER: <b>1340121</b>		SCALE
		DRAWN BY Author



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00085

---

To:	SVA ARCHITECTS, INC.	RFI Date:	09/09/2016
Attention:	Tom Bardwell	Date Due:	09/16/2016
CC:	Paul Vernier	RFI Type:	
	Dick Jones	Priority:	High
	Peter Sarkis	Schedule/Activity ID:	
		Document Reference:	S-111A
		Spec Section:	61000
		Status:	Returned

Subject: HD's at Elevator Door

---

### INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Reference S-111A. The 6x10 post and double HD's do not fit between the elevator door and the HSS post located at grid 6 and F intersection. There is only 8" between the HSS post and the elevator door.

---

### SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

HSS post be used as a HD post at this location or can we relocate the 6x10 post and double HD's to the east of the HSS post? Also reduce the shear lane to 10' 6" from 11' 6".

---

### ANSWER:

Answered By: Tom Bardwell

Date of Response: 09/15/2016

Please see attached RFI-085 SK1.pdf for proposed detail. Base plate with extended anchors along with HD12 will provide more than enough capacity for the original J0 post and double HD19.

---

### ATTACHMENTS:

RFI 085 SK 8 5X11  
RFI 085 SK 8 5X11  
RFI-085 SK1.pdf







*Soap dispensers & Paper Towel Disp. by District - Credit  
M.A.  
4/17/17  
Contingency - OCA.??*

April 13, 2017

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0084 Credit owner furnished soap and towel dispensers

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Deletion of Hand Soap Dispenser and Paper Towel Dispenser: To be provided by Owner per returned submittal.

Phase	Category	Description	Subcontractor	Quote
102813	71140	Toilet Accessories	GLOBAL SPECIALTIES DIRECT, INC.	-640.00
			<b>Subtotal</b>	<b>-640.00</b>
007480	71160	Subguard	1.15%	.00
007410	71160	Builders Risk	0.6%	.00
007420	71160	General Insurance	1.15%	.00
007510	71160	P&P Bond	1%	.00
991000	79999	Change Order Fee	5%	.00
			<b>Markup Subtotal</b>	<b>.00</b>
			<b>PCI Total</b>	<b>-640.00</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-640.00.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*M.A. 4/17/17*  
*4/17/17*  
*WPA 4/18/17*



---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray

PM

Date: 4/13/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



**REQUEST FOR CHANGE ORDER**

**CONTRACTOR: SWINERTON BUILDERS**

**DATE: 4/13/17**

**ATTENTION: NALANI SCANLON**

**JOB: LEMONWOOD K-8 SCHOOL  
OXNARD, CA**

**GLOBAL JOB#: 16201**

**CHANGE ORDER: 1**

**REASON FOR CHANGE:**

**CREDIT FOR DELETION OF SOAP DISPENSERS AND PAPER TOWEL DISPENSERS.  
MATERIAL ONLY, INSTALLING OWNER FURNISHED.**

**MATERIAL DELETED:**

**30 EA 30290 SOAP DISPENSERS  
6 EA 86800 PAPER TOWEL DISPENSERS**

**TOTAL COST INCLUDING TAX <\$640.00>  
LABOR INCLUDED  
TOTAL CHANGE ORDER REQUEST <\$640.00>**

**GLOBAL SPECIALTIES DIRECT INC**

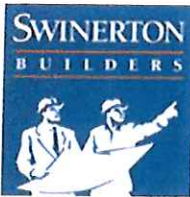
**ACCEPTED BY: \_\_\_\_\_**

**BY: MIKE CHIOVARE  
PROJECT MANAGER**

**TITLE: \_\_\_\_\_**

**PLEASE NOTE: CHANGE ORDER  
WILL NOT BE PROCESSED UNTIL  
SIGNATURE IS RECEIVED**

**\*\*CHANGE ORDER(S) WILL NOT BE PROCESSED  
UNTIL GLOBAL SPECIALTIES DIRECT INC HAS  
RECEIVED APPROVAL FROM YOUR FIRM.**



April 5, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0098 Bulletin 036 Delete roof drains at MPR Building

*4/17/17  
 OCA - Change to  
 Drawings  
 MH.  
 Classroom - drains  
 wouldn't fit - changed  
 on all building to make  
 consistent through-  
 out campus.*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Delete roof drains at MPR Building. Provide scupper and downspout.

Phase	Category	Description	Subcontractor	Quote
075400	71140	Delete roof drains at MPR Building. Provide scupper and downspout. Add clad scuppers	LETNER ROOFING COMPANY	3,267.00 ✓
076000	71140	Flashing and Sheet Metal	G.E.S. SHEET METAL, INC.	8,813.00 ✓
220010	71140	Delete roof drains at MPR Building. Provide scupper and downspout.	CITY COMMERCIAL PLUMBING, INC.	-25,875.00 ✓
			<b>Subtotal</b>	<b>-13,795.00</b>
007480	71160	Subguard	1.15%	138.92
007410	71160	Builders Risk	0.6%	73.31
007420	71160	General Insurance	1.15%	140.52
007510	71160	P&P Bond	1%	120.80
991000	79999	Change Order Fee	5%	621.64
			<b>Markup Subtotal</b>	<b>1,095.19</b>
			<b>PCI Total</b>	<b>-12,699.81</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-12,699.81.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

*MH - 4/17/17*  
*4/17/17*  
*4/18/17*



X  We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray  
PM  
Date: \_\_\_\_\_

4/05/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



# CHANGE ORDER PRICING # 8074-3

Est. 1957  
Lic. No. 689961

1490 N GLASSELL STREET  
ORANGE, CA 92867  
Phone: 714-633-0030 Fax: 714-633-0280

To: SWINERTON BUILDERS  
865 SOUTH FIGUEROA STREET, STE 3000,  
LOS ANGELES, CA, 90017  
Phone: 213/896-3400 Fax: 213/896-0027

Owner/Arch Reference # 16055106-034  
Brief Description Cost for TPO Scuppers

JOB: LEMONWOOD K-8 SCHOOL LLB

Change Order Type CHANGE IN CONTRACT SCOPE  
Submitted Date 3/29/2017

JOB NO: 8074

Accepted Date  
Status PENDING  
Approved CO NO

Item No	Description	Qty/Unit	Unit Cost	Amount
<i>Cost for TPO Clad Metal and fabrication of 26 primary and overflow scuppers for Classroom Building</i>				
1	Firestone TPO Coated Metal	10.00 shts	\$195.00	\$1,950.00
2	Shop Labor	16.00 hr	\$74.95	\$1,199.00
3	Labor	8.00 hr	\$74.95	\$600.00
	<i>Tax</i>		8.00 %	\$250.00
	<i>C.O. Overhead</i>		10.00 %	\$632.00
	<i>C.O. Profit</i>		5.00 %	\$316.00
<i>Cost for TPO Clad Metal and fabrication of 16 primary and overflow scuppers at MPR Building</i>				
1	Firestone TPO Coated Metal	6.00 shts	\$195.00	\$1,170.00
2	Shop Labor	12.00 hr	\$74.95	\$899.00
	<i>Tax</i>		8.00 %	\$250.00
	<i>C.O. Overhead</i>		10.00 %	\$632.00
	<i>C.O. Profit</i>		5.00 %	\$316.00

*\$ 4947*

*\$ 3267 ✓*

Original Contract Sum .....	\$	\$614,900.00
Pending Change Orders .....	\$	33,263.00
Approved Change Orders to Date .....	\$	0.00
Contract Sum prior to this Change Order .....	\$	\$614,900.00
Contract Sum increased/(decreased) by this Change Order .....	\$	<b>\$8,213.00</b>
Contract Sum including this Change Order .....	\$	\$623,113.00

Approved by: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted by: Joe Suttle  
Signature: \_\_\_\_\_ Date: 03/29/2017



**G.E.S. SHEET METAL**  
136 ATLANTIC ST., PONDIA, CALIFORNIA 92424

G.E.S. JOB #

Date: 1/9/17

**Swinerton Builders**

PROJECT:

Lemonwood ES

Attn: B. Gray

Phone:

**CHANGE ORDER REQUEST: 002**

Fax:

Cost Breakdown for: Bul. 36 Added Leaderheads and Downspouts

**Description of work:**

See cost to fabricate and install (8) 16ga galvanized Leaderheads with built in overflows and screen per SK-1 and ( locations of 16ga galvanized 4"x3" downspouts.  
NO HUB TRANSITIONS TO PLUMBING BY OTHERS. SCUPPERS BY OTHERS. NOT BY GES.

Qty	Unit	Material Description	Unit Cost	Unit	Extension
12	ea	16ga galvanized flat stock 48"x120"	\$116.52	ea	\$ 1,398.24
1	ea	1/4" welded wire mesh	\$42.16	ea	\$ 42.16
1	lot	soldering supplies	\$75.00	ea	\$ 75.00
					\$ -
					\$ -
					\$ -
<b>Material Cost</b>					<b>\$ 1,515.40</b>
Sales Tax @ 9.00%					\$ 136.39
Subtotal					\$ 1,651.79
15.0% Markup					\$ 247.77
<b>Material Total</b>					<b>\$ 1,899.55</b>

Qty	Unit	Labor Description	Unit Cost	Unit	Extension
2	Hr	Detail and engineering	\$125.00	Hr	\$ 250.00
32	Hr	Shop fabrication	\$86.13	Hr	\$ 2,756.16
24	Hr	Journeyman	\$86.13	Hr	\$ 2,067.12
1	Hr	Foreman	\$92.73	Hr	\$ 92.73
1	Hr	Supervisor	\$95.74	Hr	\$ 95.74
<b>Labor Cost</b>					<b>\$ 5,261.75</b>
15.0% Markup					789.26
<b>Labor Total</b>					<b>\$ 6,051.01</b>

Qty	Unit	Equipment Description	Unit Cost	Unit	Extension
1	wk	40' zoom boom	\$750.00	ea	\$ 750.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>Equip. Costs</b>					<b>\$ 750.00</b>
15.0% Markup					\$ 112.50
<b>Total Equip.</b>					<b>\$ 862.50</b>

(COR Originator/Title)

Johnny Reeves

Cost Subtotal \$ 8,813.07  
Adjustment -

NOTE: If any work is performed on this change order request, G.E.S. reserves the right to request payment for the work on its regularly scheduled monthly progress billing. If this billing is denied, a monthly interest charge of 2% will be added to the COR until an official change order is issued.

**Total COR (rounded) \$ 8,813.00**



**CITY COMMERCIAL PLUMBING, INC.**  
**Plumbing Contractors and Consultants**

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

**EXTRA WORK ORDER SUBMITTAL**

March 28, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#32 CREDIT

**DESCRIPTION:** PCI#098, BULLETIN#36 - DELETE ROOF DRAINS AT MPR BUILDING 2 ADD 4"x3" AND 5"x4" DOWNSPOUT BOOTS. PLEASE NOTE 4"x4" RECTANGULAR BOOTS ARE NOT AVAILABLE SO WE FIGURED 5"x4". SUBMITTAL IS ATTACHED FOR WHAT WE FIGURED TO USE.

**TOTAL CREDIT: \$ (25,875.00) ✓**

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 0 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,  
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

Enclosures



**CITY COMMERCIAL PLUMBING, INC.**

16106 COHASSET STREET  
 VAN NUYS, CA 91406  
 (818) 785-1145

**CONTRACTOR:** SWINERTON BUILDERS  
 17731 MITCHELL NORTH, SUITE 200  
 IRVINE, CA 92614

**JOB NAME:** LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562

**CHANGE ORDER NO. 32**

**RE:** PCI#098, BULLETIN#36 - DEL RD'S/OD'S/PIPING. ADD RECTANGULAR DOWNSPOUT BOOTS FOR MPR, BUILDING 2

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	3.00	309.72
PLUMBER	87.39	8.00	699.12
<b>TOTAL LABOR:</b>			<b>1,008.84</b>

**OTHER EXPENSE:**

\* BID TOTAL FOR BLDG FROM SCHEDULE OF VALUES ✓ (32,750.00)  
 MINUS THE BID P & OH 4,912.50

**TOTAL OTHER EXP.:** (27,837.50)

OTHER EXPENSE:	(27,837.50)
MATERIAL TOTAL:	953.53
LABOR TOTAL:	1,008.84
SUBTOTAL:	(25,875.13)
OVERHEAD/PROFIT:	0.00
SUBTOTAL:	(25,875.13)
TEXTURA FEES:	0.00
SUBTOTAL:	(25,875.13)
	0.00
	(25,875.13)
<b>ROUND UP/DOWN:</b>	<b>(25,875.00)</b>

**NOTES:**

NOTE THE (2) 4"x4" RECTANGULAR BOOTS ARE NOT AVAILABLE. WE PRICED 5"x4".  
 SUBMITTAL ATTACHED FOR YOUR REVIEW.

**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562  
 CHANGE ORDER NO. 32

RE: PCI#098, BULLETIN#36 - DEL RD'S/OD'S/PIPING. ADD RECTANGULAR DOWNSPOUT BOOTS  
 FOR MPR, BUILDING 2

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		SEE OTHER EXPENSE FOR CREDITED AMOUNT				
		MATERIAL COST		8.00		874.80
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		1.00		
<b>LABOR &amp; MATERIAL TOTAL</b>				<b>11.00</b>		<b>874.80</b>
<b>SALES TAX:</b>					<b>9.00%</b>	<b>78.73</b>
<b><u>TOTAL MATERIAL COST:</u></b>						<b>953.53</b>

Submitted & approved S.O.V.'s

CONTINUATION SHEET - LEMONWOOD ELEMENTARY SCHOOL

AIA DOCUMENT G703

Page 2 of 3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1  
 APPLICATION DATE: 08/19/2018  
 PERIOD TO: 08/31/2018  
 SUBCONTRACT NO: 16055106

A	B	C	D	E	F	G	H	I	
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS WORK COMPLETED	WORK COMPLETED THIS PERIOD	MATERIAL/EQUIPMENT STORED	TOTAL COMPLETED AND STORED	% PERCENT	BALANCE TO FINISH	RETENTION
	<b>SITE</b>								
	TRENCHING FOR GAS COMPANY	7,420.00		\$0	\$0	\$0	0%	\$7,420	\$0
	GREASE INTERCEPTOR	10,949.00		\$0	\$0	\$0	0%	\$10,949	\$0
	GAS	26,662.00		\$0	\$0	\$0	0%	\$26,662	\$0
	EXCAVATION	14,520.00		\$0	\$0	\$0	0%	\$14,520	\$0
	<b>BUILDING 1</b>								61,551.00
	GAS	70,884.00		\$0	\$0	\$0	0%	\$70,884	\$0
	WASTE & VENT UNDERGROUND	118,748.00		\$35,624	\$0	\$35,624	30%	\$83,124	\$1,761
	WASTE & VENT ABOVE GROUND	32,407.00		\$0	\$0	\$0	0%	\$32,407	\$0
	DOMESTIC WATER UNDERGROUND	9,400.00		\$0	\$0	\$0	0%	\$9,400	\$0
	DOMESTIC WATER ABOVE GROUND	128,831.00		\$0	\$0	\$0	0%	\$128,831	\$0
	STORM DRAIN UNDERGROUND	20,933.00		\$0	\$0	\$0	0%	\$20,933	\$0
	STORM DRAIN ABOVE GROUND	47,858.00		\$0	\$0	\$0	0%	\$47,858	\$0
	CONDENSATE DRAIN	27,593.00		\$0	\$0	\$0	0%	\$27,593	\$0
	EXCAVATION	8,697.00		\$3,449	\$0	\$3,449	50%	\$3,449	\$172
	WATER HEATER	1,020.00		\$0	\$0	\$0	0%	\$1,020	\$0
	FINISH FIXTURES	122,773.00		\$0	\$0	\$0	0%	\$122,773	\$0
	PIPE INSULATION	3,327.00		\$0	\$0	\$0	0%	\$3,327	\$0
	PIPE IDENTIFICATION	2,420.00		\$0	\$0	\$0	0%	\$2,420	\$0
	FIRE STOPPING	2,138.00		\$0	\$0	\$0	0%	\$2,138	\$0
	CHLORINATION	1,210.00		\$0	\$0	\$0	0%	\$1,210	\$0
	COORDINATION / BIM	24,919.00		\$7,478	\$0	\$7,478	30%	\$17,441	\$374
	<b>BUILDING 2</b>								200,832.00
	GAS	20,033.00		\$0	\$0	\$0	0%	\$20,033	\$0
	WASTE & VENT UNDERGROUND	41,541.00		\$0	\$0	\$0	0%	\$41,541	\$0
	WASTE & VENT ABOVE GROUND	10,885.00		\$0	\$0	\$0	0%	\$10,885	\$0
	DOMESTIC WATER UNDERGROUND	11,910.00		\$0	\$0	\$0	0%	\$11,910	\$0
	DOMESTIC WATER ABOVE GROUND	28,145.00		\$0	\$0	\$0	0%	\$28,145	\$0
	STORM DRAIN UNDERGROUND	8,258.00		\$0	\$0	\$0	0%	\$8,258	\$0
	STORM DRAIN ABOVE GROUND	32,750.00		\$0	\$0	\$0	0%	\$32,750	\$0
	CONDENSATE DRAIN	2,420.00		\$0	\$0	\$0	0%	\$2,420	\$0
	EXCAVATION	4,720.00		\$0	\$0	\$0	0%	\$4,720	\$0
	WATER HEATER	24,396.00		\$0	\$0	\$0	0%	\$24,396	\$0
	FINISH FIXTURES	1,885.00		\$0	\$0	\$0	0%	\$1,885	\$0
	PIPE INSULATION	383.00		\$0	\$0	\$0	0%	\$383	\$0
	FIRE STOPPING	712.00		\$0	\$0	\$0	0%	\$712	\$0
	PIPE IDENTIFICATION	1,210.00		\$0	\$0	\$0	0%	\$1,210	\$0
	CHLORINATION	8,900.00		\$0	\$0	\$0	0%	\$8,900	\$0
	COORDINATION / BIM								
	<b>BUILDING 3</b>								128,927.00
	GAS	14,483.00		\$0	\$0	\$0	0%	\$14,483	\$0
	WASTE & VENT UNDERGROUND	19,584.00		\$0	\$0	\$0	0%	\$19,584	\$0
	WASTE & VENT ABOVE GROUND	8,173.00		\$0	\$0	\$0	0%	\$8,173	\$0
	DOMESTIC WATER UNDERGROUND	7,001.00		\$0	\$0	\$0	0%	\$7,001	\$0
	DOMESTIC WATER ABOVE GROUND	31,748.00		\$0	\$0	\$0	0%	\$31,748	\$0
	STORM DRAIN UNDERGROUND	5,039.00		\$0	\$0	\$0	0%	\$5,039	\$0
	STORM DRAIN ABOVE GROUND	11,915.00		\$0	\$0	\$0	0%	\$11,915	\$0
	CONDENSATE DRAIN	4,358.00		\$0	\$0	\$0	0%	\$4,358	\$0
	EXCAVATION	1,815.00		\$0	\$0	\$0	0%	\$1,815	\$0
	WATER HEATER	3,786.00		\$0	\$0	\$0	0%	\$3,786	\$0
	FINISH FIXTURES	10,901.00		\$0	\$0	\$0	0%	\$10,901	\$0
	PIPE INSULATION	1,573.00		\$0	\$0	\$0	0%	\$1,573	\$0
	FIRE STOPPING	383.00		\$0	\$0	\$0	0%	\$383	\$0
	PIPE IDENTIFICATION	356.00		\$0	\$0	\$0	0%	\$356	\$0
	CHLORINATION	5,874.00		\$0	\$0	\$0	0%	\$5,874	\$0
	COORDINATION / BIM								
	<b>BUILDING 4</b>								159,498.00
	GAS	12,688.00		\$0	\$0	\$0	0%	\$12,688	\$0
	WASTE & VENT UNDERGROUND	36,425.00		\$0	\$0	\$0	0%	\$36,425	\$0
	WASTE & VENT ABOVE GROUND	11,588.00		\$0	\$0	\$0	0%	\$11,588	\$0
	DOMESTIC WATER UNDERGROUND	11,830.00		\$0	\$0	\$0	0%	\$11,830	\$0
	DOMESTIC WATER ABOVE GROUND	23,360.00		\$0	\$0	\$0	0%	\$23,360	\$0
	STORM DRAIN UNDERGROUND	7,425.00		\$0	\$0	\$0	0%	\$7,425	\$0
	STORM DRAIN ABOVE GROUND	15,484.00		\$0	\$0	\$0	0%	\$15,484	\$0
	CONDENSATE DRAIN	5,093.00		\$0	\$0	\$0	0%	\$5,093	\$0
	EXCAVATION	1,848.00		\$0	\$0	\$0	0%	\$1,848	\$0
	WATER HEATER	3,368.00		\$0	\$0	\$0	0%	\$3,368	\$0
	FINISH FIXTURES	16,973.00		\$0	\$0	\$0	0%	\$16,973	\$0
	PIPE INSULATION	3,953.00		\$0	\$0	\$0	0%	\$3,953	\$0
	FIRE STOPPING	363.00		\$0	\$0	\$0	0%	\$363	\$0
	PIPE IDENTIFICATION	1,177.00		\$0	\$0	\$0	0%	\$1,177	\$0
	CHLORINATION	1,210.00		\$0	\$0	\$0	0%	\$1,210	\$0
	COORDINATION / BIM	6,875.00		\$0	\$0	\$0	0%	\$6,875	\$0
	MISC.								
	MOVE-IN / SUBMITTALS	12,100.00		\$12,100	\$0	\$12,100	100%	\$0	\$805
	EQUIPMENT RENTAL	7,744.00		\$0	\$0	\$0	0%	\$7,744	\$0
	STORAGE	3,872.00		\$0	\$0	\$0	0%	\$3,872	\$0
	CITY LICENSE	1,513.00		\$1,513	\$0	\$1,513	100%	\$0	\$76
	TEXTURE	2,608.00		\$2,608	\$0	\$2,608	100%	\$0	\$130
	CLOSEOUTS / OWNER TRAINING	712.00		\$0	\$0	\$0	0%	\$712	\$0
	<b>Total Base Contract</b>	<b>\$1,198,599.00</b>	<b>\$0.00</b>	<b>\$62,768</b>	<b>\$0</b>	<b>\$62,768</b>	<b>5%</b>	<b>\$1,133,741</b>	<b>\$3,138</b>

Please note: This schedule of value is for information only, any additional deductions to our contract cannot be based upon these schedule of values.

JOB 1073 562CORS2: 562 - LEMON...  
 ESTIMATE 1 562CORS2: 562 - LEMON...  
 DATA SET 2 MECH DATABASE 03-17-17

COR#32  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 3/28/2017 2:15:04 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

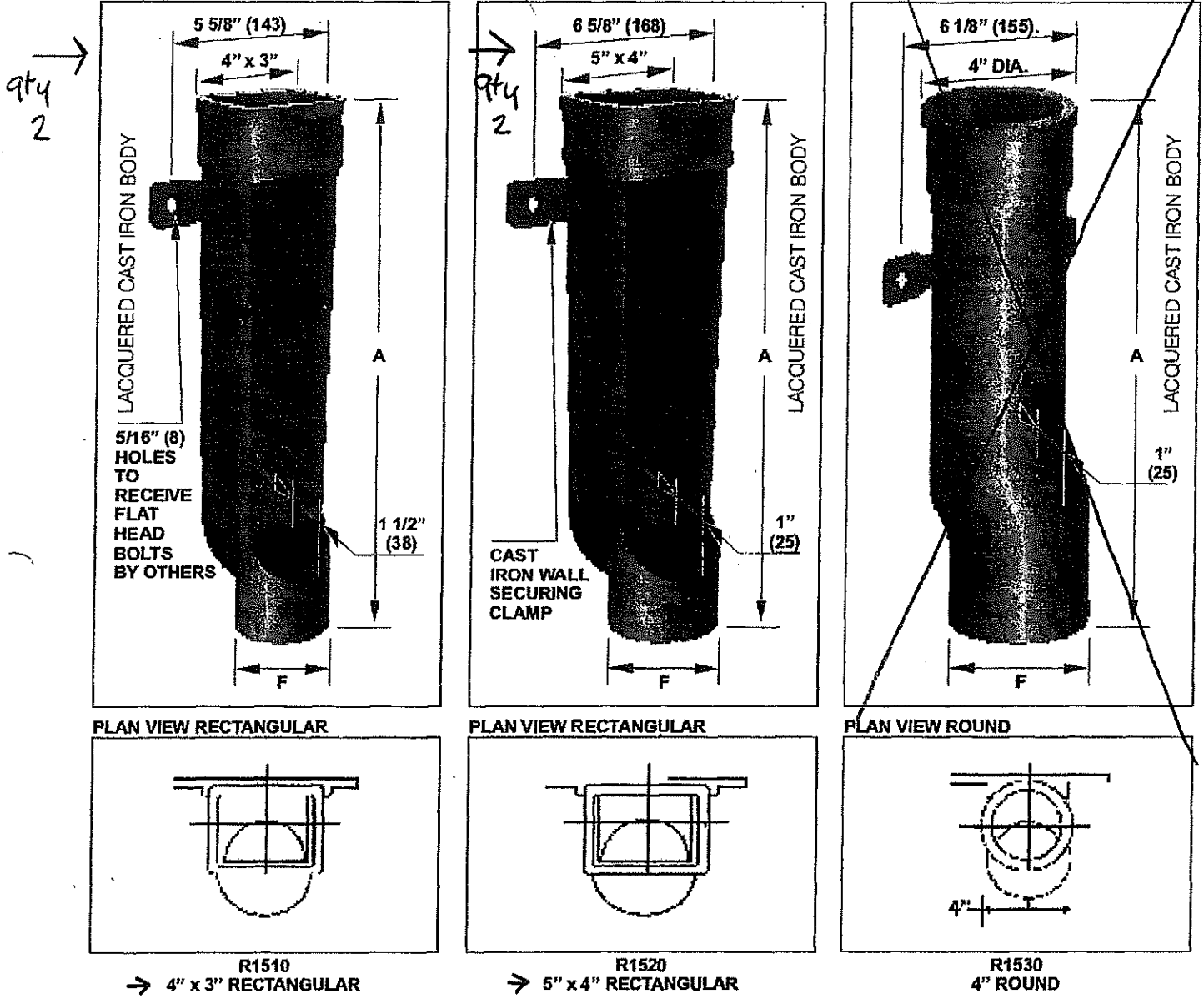
Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 005: COR#32 - BULL#36 ADD RECT DOWNPT BOOT</b>								
<b>Category : Category 053: PLUMBING SPECIALTIES</b>								
60	PLUMBING SPECIAL...		MIFAB 4x3 R1510-12 RECT DOW...	2	141.00	282.00	2.00	4.00
61	PLUMBING SPECIAL...		MIFAB 5x4 R1520 RECT DOWNSPT	2	296.40	592.80	2.00	4.00
Subtotals for Category : Category 053: PLUMBING SPECIALTIES						874.80		8.00
Subtotals for Section : Section 005: COR#32 - BULL#36 ADD RECT DOWNPT BOOT						874.80		8.00
Grand Totals						874.80		8.00

Location: \_\_\_\_\_

**MIFAB®** **R1500** **DOWNPOUT BOOTS**

**Specification:** MIFAB® Series R1500 (specify type and size) lacquered cast iron downspout boot with wall securing clamp and hardware.

**Function:** Downspout boots are used as a transition piece for connecting sheet metal exposed downspouts to underground cast soil piping. Solid cast iron construction ensures that the bottom part of the exposed downspout is protected from damage.



MODEL NO.	BODY SIZE	A LENGTH	F NO HUB PIPE SIZE CONNECTION
→ <del>☒</del> R1510-12	4" x 3"	12"	4"
→ <del>☒</del> R1510-18	4" x 3"	18"	4"
→ <del>☒</del> R1510-24	4" x 3"	24"	4"
→ <del>☒</del> R1520	5" x 4"	24"	4"
→ <del>☒</del> R1530	4" x DIA	18"	4"

- SUFFIX** **OPTIONAL VARIATIONS:**
- 13 All galvanized
  - ARRA ARRA (Stimulus Act) compliant product
  - BA Buy American Act compliant product
  - CA Cleanout access with plug
  - PA Pennsylvania Steel Act compliant product

Job Name: \_\_\_\_\_ Page No: \_\_\_\_\_

Section No: \_\_\_\_\_ Contractor: \_\_\_\_\_

Schedule No: \_\_\_\_\_ Purchase Order No: \_\_\_\_\_



April 5, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0115 RFI 0138.1 Add water heater and faucets

*Design Modification  
 O.C.A.  
 4/17/17  
 Credited Back Initial  
 Δ in Materials - 2  
 rooms -*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Revise EWH-3 and SS-1 faucet in room 1-133

Phase	Category	Description	Subcontractor	Quote
220010	71140	Revise EWH-3 and SS-1 faucet in room 1-133 and 1-224	CITY COMMERCIAL PLUMBING, INC.	3,031.00
			<b>Subtotal</b>	<b>3,031.00</b>
007480	71160	Subguard	1.15%	34.86
007410	71160	Builders Risk	0.6%	18.40
007420	71160	General Insurance	1.15%	35.26
007510	71160	P&P Bond	1%	30.31
991000	79999	Change Order Fee	5%	155.98
			<b>Markup Subtotal</b>	<b>274.81</b>
			<b>PCI Total</b>	<b>3,305.81</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,305.81.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*mH 4/17/17* *Red* *4/17/17* *WPS* *4/17/17*



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray  
PM  
Date: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

4/05/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00138.1

---

To:	SVA ARCHITECTS, INC.	RFI Date:	02/06/2017
Attention:	Tom Bardwell	Date Due:	11/09/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	High
	James Werstiuk	Schedule/Activity ID:	
		Document Reference:	P1-11.1A
		Spec Section:	22000
		Status:	Returned

Subject: EWH-3 shown supplying hot water to SS-1 Service Sink in RM# 1-133

---

### INFORMATION REQUESTED:

Requested By: Nalani Scanlon

SS-1 service sink in Janitor's Room 1-224 does not show a water heater in this room, but there is a note #9 that refers to an EWH. I believe this will create the same issue with inadequate flow and assume that an additional revised EWH-3 and revised SS-1 faucet should be installed at this location per the answer in RFI 138. Please confirm.

---

### SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

---

### ANSWER:

Answered By: Tom Bardwell

Date of Response: 02/13/2017

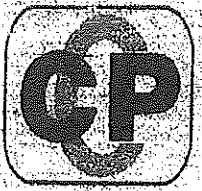
Correct, please add the same EWH-3 and the revised SS-1 faucet with the lower flow rate.

---

### ATTACHMENTS:

LEMONWOOD K-8\_CCP\_RFI031  
RFI 138 - Chronomite cut sheet  
RFI 138 sketches  
SS-1 RM 1-224





**CITY COMMERCIAL PLUMBING, INC.**  
**Plumbing Contractors and Consultants**

PCI # 0115

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

**EXTRA WORK ORDER SUBMITTAL**

November 29, 2016

February 14, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#24-R

**DESCRIPTION:** RFI#138.1 - REVISE EWH-3 AND SS-1 FAUCET FOR BUILDING 1, ROOM 1-133 & 1-224.

**TOTAL COST: \$3,031.00**

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 1 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,  
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST

02/14/2017

**CITY COMMERCIAL PLUMBING, INC.**

16106 COHASSET STREET  
 VAN NUYS, CA 91406  
 (818) 785-1145

**CONTRACTOR:** SWINERTON BUILDERS  
 17731 MITCHELL NORTH, SUITE 200  
 IRVINE, CA 92614

**JOB NAME:** LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 24-R

RE: RFI#138.1 - REVISE EWH-3 AND SS-1 FAUCET IN RM 1-133 & RM 1-224

PC#0115

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	8.00	825.92
PLUMBER	87.39	4.24	370.53
TOTAL LABOR:			1,196.45 ✓
<b>OTHER EXPENSE:</b>			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00 ✓
MATERIAL TOTAL:			1,434.68 ✓
LABOR TOTAL:			1,196.45
SUBTOTAL:			2,631.13 ✓
OVERHEAD/PROFIT:		15.00%	394.67 ✓
SUBTOTAL:			3,025.80
TEXTURA FEES:		0.18%	5.45
SUBTOTAL:			3,031.25
			0.00
			3,031.25
<b>ROUND UP/DOWN:</b>			\$3,031.00

**NOTES:**

FAUCET DOES NOT COME WITH 1.5 GPM, WE WILL NEED TO GET A CHICAGO FAUCET SPOUT OUTLET ADAPTER AND AN AERATOR.

**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562  
 CHANGE ORDER NO. 24-R

RE: RFI#138.1 - REVISE EWH-3 AND SS-1 FAUCET IN RM 1-133 & RM 1-224  
 PC#0115

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
2	EA	MATERIAL COST	4.76	9.52	1182.18	2364.36
2	EA	MATERIAL CREDIT	-2.64	-5.28	-524.07	-1048.14
		GEN FOREMAN - LAYOUT/COORDINATE		4.00		
		GEN FOREMAN - CADD/REDRAW		4.00		

LABOR & MATERIAL TOTAL	12.24	1316.22
SALES TAX:	9.00%	118.46
<b>TOTAL MATERIAL COST:</b>		<b>1434.68</b>

JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 11-25-16

COR#24 COST  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 11/29/2016 3:47:31 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 040: COR#24 - RFI#138 REV EWH-3/SS-1 FAUC CS								
Category : Category 003: COPPER KLM LEAD FREE								
91	COPPER KLM LEAD ...		3/4" HYCO COUPLING	2	4.06	8.12	0.18	0.36
96	COPPER KLM LEAD ...		3/4" CxFIP UNION	2	38.80	77.60	0.94	1.88
97	COPPER KLM LEAD ...		3/4" CHR M ESCUCHEON	2	6.35	12.70	0.25	0.50
3010004	COPPER KLM LEAD ...	3/4"	L-HARD TUBE	10	3.93	39.30	0.03	0.30
3060003	COPPER KLM LEAD ...	3/4"	90 ELBOW CxC	4	4.20	16.80	0.17	0.68
3230002	COPPER KLM LEAD ...	3/4"	BALL VALVE-SWT 150#	1	21.36	21.36	0.29	0.29
3420013	COPPER KLM LEAD ...	2" x3/4"	REDUCED TEE - BRANCH	1	57.95	57.95	0.55	0.55
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						233.83		4.56
Category : Category 006: FIXTURES								
92	FIXTURES		CHRONOMITE R48L/277V/120DEG	1	280.00	280.00	Skip	0.00
93	FIXTURES		CHICAGO 445-PVBBCP FAUCET	1	644.22	644.22	Skip	0.00
94	FIXTURES		CHICAGO K3JKABCP ADAPTER	1	11.60	11.60	0.10	0.10
95	FIXTURES		CHICAGO E35JKABCP AERATOR	1	12.53	12.53	0.10	0.10
Subtotals for Category : Category 006: FIXTURES						948.35		0.20
Subtotals for Section : Section 040: COR#24 - RFI#138 REV EWH-3/SS-1 FAUC CS						1,182.18		4.76
Grand Totals						1,182.18		4.76

X 2 for each Room

Changed  
Equipment

JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K...  
 DATA SET 2 MECH DATABASE 11-25-16

COR#24 CREDIT  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 11/29/2016 3:51:28 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 041: COR#24 - RFI#138 REV EWH-3/SS-1 FAUC CR</b>								
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
88	COPPER KLM LEAD ...		1/2" HYCO COUPLING	-2	3.53	-7.06	0.14	-0.28
100	COPPER KLM LEAD ...		1/2" CHRME ESCUCHEON	-2	5.23	-10.46	0.25	-0.50
101	COPPER KLM LEAD ...		3/8"x5/8" COMP COUPLING	-1	3.27	-3.27	0.15	-0.15
3010003	COPPER KLM LEAD ...	1/2"	L-HARD TUBE	-10	2.42	-24.20	0.03	-0.30
3060002	COPPER KLM LEAD ...	1/2"	90 ELBOW CxC	-4	1.89	-7.56	0.14	-0.56
3420012	COPPER KLM LEAD ...	2" x1/2"	REDUCED TEE - BRANCH	-1	34.77	-34.77	0.55	-0.55
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						-87.32		-2.34
<b>Category : Category 006: FIXTURES</b>								
98	FIXTURES		CHRONOMITE M40L/207V/120DEG	-1	184.21	-184.21	Skip	0.00
99	FIXTURES		CHICAGO 445-897SRCXKCP	-1	222.69	-222.69	Skip	0.00
6280001	FIXTURES	Unsize	STOPS	-1	18.73	-18.73	0.10	-0.10
6290001	FIXTURES	Unsize	SUPPLIES	-2	5.56	-11.12	0.10	-0.20
Subtotals for Category : Category 006: FIXTURES						-436.75		-0.30
Subtotals for Section : Section 041: COR#24 - RFI#138 REV EWH-3/SS-1 FAUC CR						-524.07		-2.64
Grand Totals						-524.07		-2.64

*Credit back from base* ↗  
*X 2 for each room bid*



a MORSCO company  
 BRANCH: 2001 ANAHEIM  
 1235 SOUTH LEWIS STREET  
 ANAHEIM, CA 92805-8429  
 714-635-3131  
 Fax 714-635-3040



# Quotation

EXPIRATION DATE	QUOTE NUMBER
12/29/2016	S101154299
PLEASE REMIT TO: EXPRESS PIPE & SUPPLY 1235 SOUTH LEWIS ST. ANAHEIM, CA 92805-8429 Phone: 714-635-3131	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

CITY COMMERCIAL PLUMBING INC  
 16106 COHASSET  
 VAN NUYS, CA 91406-2909

CITY COMMERCIAL PLUMBING SHOP  
 16106 COHASSET  
 VAN NUYS, CA 91406-2909

*cap colt #24*

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME	SALESPERSON	
175452			David Parrillo	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Rudy Ontiveros	PICK UP	2% 10th Net 15th	11/29/2016	No
ORDER QTY	PRODUCT ID	DESCRIPTION	Unit Price	Extended Price
+ 1ea	340875	CHRONOMITE R48L/277 120 DEG *Special Order-Price Subj to Change	280.000/ea	280.00
+ 1ea	250967	CHIF 445-PVBCP DUAL SUPPLY SINK FAUCET	644.215/ea	644.22
+ 1ea	136295 *	ADAPTER AND AERATOR TO MAKE 1.5 GPM CHIF K3JKABCP SPOUT OUTLET ADAPTER	11.598/ea	11.60
+ 1ea	250362 *	CHIF E35JKABCP PRESSURE COMPENSATING SOFTFLO AERATOR (15	12.528/ea	12.53
- 1ea	257376	^CHRONOMITE WTR HTR M-40L/208 208V 8.3KW SET 120	184.211/ea	184.21
- 1ea	111793	*Special Order-Price Subj to Change CHIF 445-897SRCXKCP HOT AND COLD WATER SINK FAUCET	222.689/ea	222.69
<i>*note! faucet adapter &amp; aerator used to make 1.5 gpm to service sink faucet</i>				
All sales are subject to Express Pipe & Supply's Terms and Conditions which are available in each branch and at <a href="http://www.expresspipe.com">www.expresspipe.com</a> A customer's acceptance of the goods is evidence of acceptance of such Terms and Conditions of Sale and waiver of any conflicting terms.			Subtotal	1355.25
			S&H Charges	0.00
<b>Sales Tax not included</b>			Total	1355.25

[www.morscousa.com](http://www.morscousa.com)



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00138

---

To:	SVA ARCHITECTS, INC.	RFI Date:	11/02/2016
Attention:	Tom Bardwell	Date Due:	11/09/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	High
	James Werstiuk	Schedule/Activity ID:	
		Document Reference:	P1-11.1A
		Spec Section:	22000
		Status:	Accepted

Subject: EWH-3 shown supplying hot water to SS-1 Service Sink in RM# 1-133

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

The Plumbing Drawings show an EWH-3 electric instantaneous water heater in Janitor's Room #1-133 to supply hot water to the SS-1 service sink (see attached). The EWH-3 shows temp rise of 47 degrees @ 1.20 GPM as the max rating. The Chicago Faucet at the SS-1 sink is GPM rated at full flow which is in excess of 2.2 GPM. Please verify this EWH-3 will be adequate to heat the water for the SS-1 service sink. If not, provide alternate design for electric water heater at this fixture. Thank you.

---

**SUGGESTION:**

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

---

**ANSWER:**

Answered By: Tom Bardwell

Date of Response: 11/30/2016

Revise Chromomite water specification to R48L, 277 V, see attached cut sheet. Revise Janitor's sink faucet to 445-PVBCP-FC-1.5 gpm. The revised water heater will allow the low flow activation for the L-1 faucet in the unisex restroom 1-129. The electrical requirement change has been coordinated with the electrical engineer. See attached sketches.

---

**ATTACHMENTS:**

LEMONWOOD K-8\_CCP\_RFI031  
RFI 138 - Chromomite cut sheet  
RFI 138 sketches









# R SERIES MIGHTY-MITE™ - LOW ACTIVATION

**APPLICATION:** commercial, industrial, residential, multiple lavatories, public lavatories, kitchen/bar sink

## PRODUCT FEATURES

- Uses a digital microprocessor for temperature control  
Ultra quick response times for temperature variations - 120 times per second. Microprocessor use is the most energy efficient means of heating water
- Unlimited hot water
- Ideal for sensor /hands-free faucets with the 104°F factory preset setting; no mixing valve needed
- Saves water and energy - 99% energy efficient
- Works on low flow
- Rugged steel housing
- Space saving compact size: 9-3/4" (H) x 10-1/2" x 4-1/4"
- Meets applicable building codes including ADA, UL, IAPMO, and UPC.
- Environmentally friendly
- Made in the U.S.A.
- 3/4" NPT Male connections

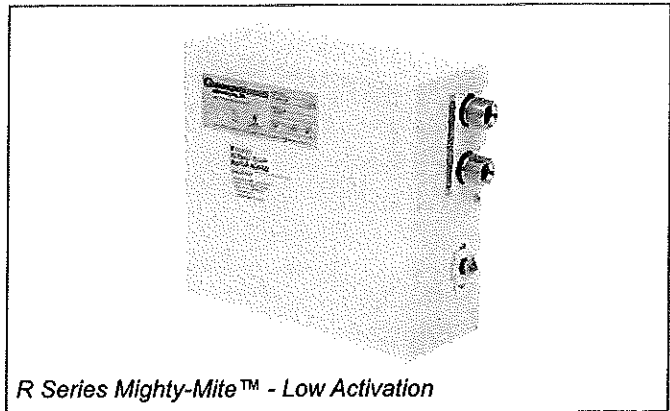
Chronomite R Series Mighty-Mite™ - Low Activation models are manufactured to provide reliable point-of-use hot water with flow rate from 0.35 GPM to 5.0 GPM. There is no pressure and temperature relief valve needed (unless required by code), saving time and money on installation.

**Housing** is fabricated from rugged steel.

**Element assembly** is fabricated from Celcon/Ryton plastic.

**Heating coils** are nichrome.

For the model being selected, please place the corresponding amps and volts values in the Guide Specifications to the right.



R Series Mighty-Mite™ - Low Activation

## GUIDE SPECIFICATION

Tankless Water Heater shall be a Chronomite Laboratories Model

R - \_\_\_\_\_ L / \_\_\_\_\_ VOLTS      \_\_\_\_\_ OPTIONS  
AMPS

to heat to a preset temperature of:

- 104°F (Standard sensor faucet hand washing setting)
- 110°F (Standard hand washing setting) (Meets ADA)
- Other temperature settings available upon request (specify below)
- 120°F (Meets health code)

Unit shall be provided with Celcon waterways, and Nichrome heating coils.

Temperature controlled by microprocessor.

### OPTIONS

- Factory Preset (F)
- Satin Stainless Steel Housing (SS)
- Disconnect Switch, Rotary 80A-Lockable NEMA 4X (2095-4)

MODEL	AMPS	VOLTS	WATTS	ACTIVATION GPM	TEMP RISE @	TEMP RISE @	TEMP RISE @
					1.5 GPM	2.5 GPM	3.0 GPM
R-48L / 208	48	208	10000	0.35	45	27	23
R-48L / 240	48	240	11500	0.35	52	31	26
R-58L / 208	58	208	12050	0.35	55	33	27
R-63L / 208	63	208	13100	0.35	60	36	30
R-48L / 277	48	277	13300	0.35	61	36	30
R-58L / 240	58	240	13900	0.35	63	38	32
R-68L / 208	68	208	14150	0.35	64	39	32
R-63L / 240	63	240	15100	0.35	69	41	34
R-75L / 208	75	208	15600	0.35	71	43	36
R-58L / 277	58	277	16050	0.35	73	44	37
R-68L / 240	68	240	16300	0.35	74	45	37
R-63L / 277	63	277	17450	0.35	79	48	40
R-75L / 240	75	240	18000	0.35	82	49	41
R-68L / 277	68	277	18850	0.35	86	51	43
R-75L / 277	75	277	20750	0.35	95	57	47



Complies with Standards for



Federal Public Law 111-380 (No Lead)

CALGreen

**CHRONOMITE LABORATORIES, INC.**  
 17451 Hurley St. :: City of Industry, CA 91744  
 Phone 800-447-4962 :: 626-937-4270  
 Fax 626-937-4279 :: www.chronomite.com

MEMBER OF

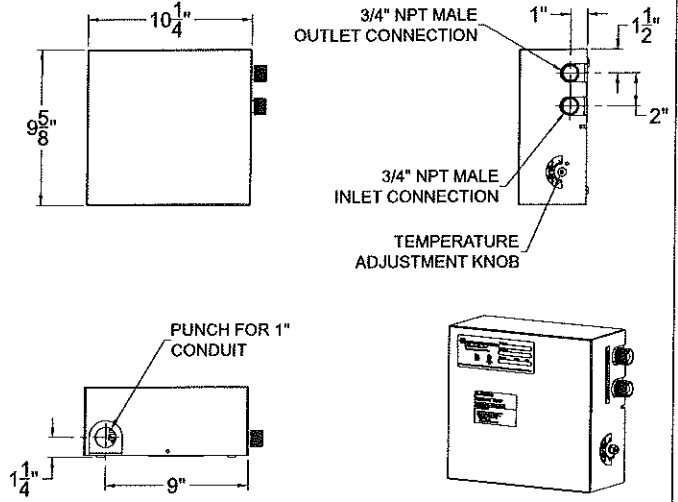


# R SERIES MIGHTY-MITE™ - LOW ACTIVATION

## TECHNICAL DIMENSIONS

### R SERIES MIGHTY-MITE™ - LOW ACTIVATION

Dimensions:	9-3/4" (H) x 10-1/2" x 4-1/4"
Weight:	10 lbs.
Materials:	Rugged steel housing Celcon plastic element assembly with nichrome coils
Housing Color:	White
Minimum Operating Flow Rate:	0.35 GPM
Minimum Operating Pressure:	25 PSI
Maximum Operating Pressure:	80 PSI
Maximum Pressure:	150 PSI
Maximum Operating Temperature:	160°F
Listing:	UL, UPC

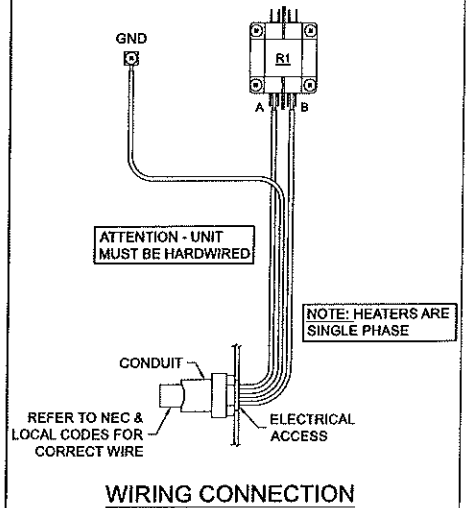
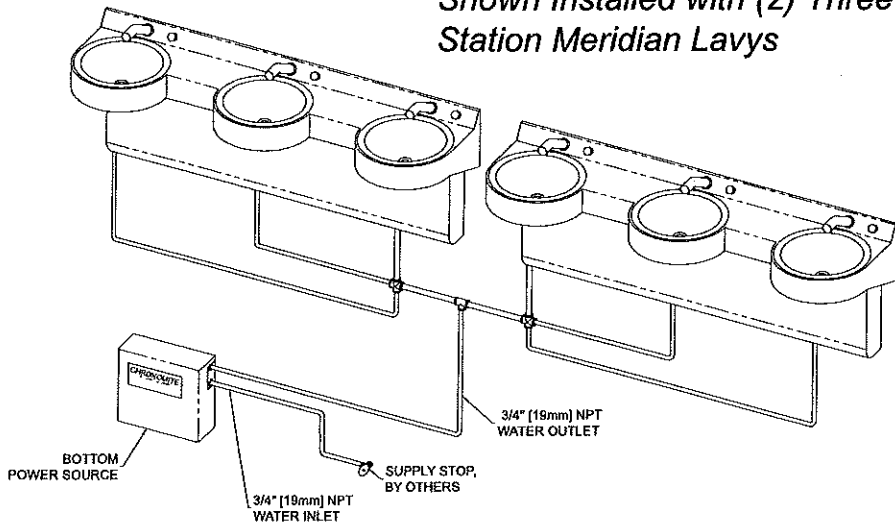


### GENERAL NOTES:

- The microprocessor adjusts the heater's power for variations in flow rates, inlet water temperature and pressure to assure the selected factory pre set water temperature.
- 240V models when operated at 220V will have approximately a 15% wattage decrease.

## INSTALLATION DIAGRAM

Shown Installed with (2) Three Station Meridian Lavays



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SELECTION SUMMARY & APPROVAL FOR MANUFACTURING	Company _____	Quantity _____
	Model Number & Options _____	
	Contact _____	Title _____
	Signature (Approval for Manufacturing) _____	Date _____

**CHRONOMITE**  
LABORATORIES, INC.  
PH. 800-447-4962  
626-937-4270  
FAX 626-937-4279  
[www.chronomite.com](http://www.chronomite.com)



March 13, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0118 RFI 091 Add Electronic trap primers

*4/17/17  
 OCA  
 Design Requirements  
 Due to Distances  
 of runs - Power  
 to etc.*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Furnish and install electronic trap primers as required RFI 0091

Phase	Category	Description	Subcontractor	Quote
260010	71140	Furnish and install electronic trap primers as required RFI 0091	TAFT ELECTRIC COMPANY	3,479.00
			<b>Subtotal</b>	<b>3,479.00</b>
007480	71160	Subguard	1.15%	40.01
007410	71160	Builders Risk	0.6%	21.11
007420	71160	General Insurance	1.15%	40.47
007510	71160	P&P Bond	1%	34.79
991000	79999	Change Order Fee	5%	179.03
			<b>Markup Subtotal</b>	<b>315.41</b>
			<b>PCI Total</b>	<b>3,794.41</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,794.41.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*Conf. 4/17/17  
 [Signature]*

*msh - 4/17/17*



---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray  
PM  
Date: \_\_\_\_\_

*[Handwritten signature]*  
*3/13/2017*

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003

(805)642-0121  
Contractor License # 772245

## Change Order Request

Detailed, Grouped by Each Number

**2241 Lemonwood**  
2200 Carnegie Court  
Oxnard, CA 93033

**Project # 2241**  
Tel: Fax:

**TAFT ELECTRIC COMPANY**

**Change Order Request: 015 R001**

**Date: 11/15/2016**

**To:** Nalani Scanlon  
Swinerton Builders  
865 S. Figueroa Street  
Los Angeles, CA 90017

**From:** Matt Gobuty  
TAFT ELECTRIC COMPANY  
P.O. Box 3416  
Ventura, CA 93006

Description	Category	Status
Trap Primers		Submitted

Reference	Required By	Days Req	Amt Req
	11/22/2016	0	3,479

### Notes

We are submitting the above cost to provide 120v power to (2) added electronic trap primers based on response to RFI 00091 as follows:

- P1-11.2B Provide 20A 120v Circuit from Panel CL4-35 to (2) Electronic Trap Primers
- Provide firestopping where conduits penetrate rated walls.
- Utilize SPARE 20A breaker.

### EXCLUSIONS:

- Any connections in addition to the (2) trap primers indicated on P1-11.2B in RFI 00091 or any other equipment.
- Additional breakers.
- Additional engineering.

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty  
Project Manager  
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		<b>Description</b>	<b>Notes</b>			

**Approved By:**

**Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_ **Date** \_\_\_\_\_



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00091

---

To:	SVA ARCHITECTS, INC.	RFI Date:	09/16/2016
Attention:	Tom Bardwell	Date Due:	08/26/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	High
	Dwayne Torres	Schedule/Activity ID:	
		Document Reference:	P1-11.1A, 2A
		Spec Section:	22000
		Status:	Returned

Subject: Trap Primers require 10 PSIG pressure drop.

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Plumbing Drawings show TP-1 pressure drop activated trap primers on the 2nd floor in Area A. All pressure drop trap primers require a certain amount of pressure drop to activate trap primer valve. Installation of a pressure drop trap primer individually on a dedicated water line typically will not produce the pressure drop required. The manufacturers typically require that these trap primers are installed within 20' of a valve or faucet in order to produce the pressure drop required.

---

**SUGGESTION:**

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Propose the use of an electronic trap primer to better suit the situation rather than redesigning locations of trap primers (see attached). This situation may exist in the other buildings. Please verify design and location of these trap primers and access panels.

---

**ANSWER:**

Answered By: Tom Bardwell

Date of Response: 09/26/2016

No exceptions taken for electronic trap primers with access panels. Trap primers shall be located on the second floor serving floor drains on first and second levels. See attached sketch for water supply.

---

**ATTACHMENTS:**

LEMONWOOD K-8\_CCP\_RFI021  
RFI 91 sketch





Job ID: 2241 LEMONWOOD COR  
 Project: 2241 Lemonwood COR



Takeoff

Vendor: COST

Labor Level: LABOR 1

19 Oct 2016 10:26:19

Region: COR 015 E-TRAP PRIMERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
150094	2	EA	M	1/2"D 7.3-CI	CLASSROOM LVL 2 SEG B (2) E-TRAP PRIMERS +	1.7382	3.48	0.2000	0.40
140271	2	EA	M	20A	120VHOMERUN CL4-35	3.6941	7.39	0.2500	0.50
50074	6	FT	M	3/4	4"SQ 1-SW RAISED CVR	1.3860	8.32	0.0350	0.21
50107	2	EA	M	3/4	LIQUIDITE CONDUIT	5.7583	11.52	0.1512	0.30
50118	2	EA	M	3/4	LIQUIDITE INS-THROAT STRAIGHT CONN	3.0300	6.06	0.1260	0.25
160553	2	EA	M	SMALL	EQUIPMENT SUPPORT	24.0000	48.00	0.2500	0.50
150041	3	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.4498	10.35	0.1200	0.36
150090	1	EA	M		4"SQ BLANK CVR	1.3483	1.35	0.0800	0.08
160722	3	EA	M	24"	T-BAR BOX HANGER	3.6736	11.02	0.0300	0.09
160572	24	EA	M	#10 x 1"	TEK SCREW	0.0218	0.52	0.0000	0.00
100080	3	EA	M	#14	PIGTAIL W/GRD SCREW	0.8446	2.53	0.0200	0.06
500153	1	EA	M	1/2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5000	0.50
TITLE	200		M		1/2" EMT (2) #12+G	0.0000	0.00	0.0000	0.00
10046	200	FT	M	1/2	EMT	0.2165	43.30	0.0300	6.00
30136	20	EA	M	1/2	EMT STEEL-COMP COUPLING	0.4445	8.89	0.0320	0.64
30216	0	EA	M	1/2	EMT STEEL COMP CONNECTOR	0.3771	0.00	0.0320	0.00
70029	441	FT	M	12	THHN/THWN CU (SOL)	0.0784	34.55	0.0040	0.00
70111	221	FT	M	12	GREEN THHN CU (GRD 20A)	0.0820	18.12	0.0040	0.88
160572	48	EA	M	#10 x 1"	TEK SCREW	0.0218	1.05	0.0000	0.00
100152	3	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.48
240007	20	FT	M	1 5/8" x 13/16"H	U-STRUT SGL-CHNL 16G STD GRN	1.7609	35.22	0.0800	1.60
160653	40	FT	M	3/8-16	THREADED ROD PLAIN	0.1385	5.54	0.0250	1.00
240200	40	EA	M	3/8 -16EG	U-STRUT SPRING NUT (1 5/8H)	0.9800	39.20	0.0600	2.40
160414	40	EA	M	3/8-16	HEX NUTS (PLT)	0.0826	3.30	0.0300	1.20
160172	40	EA	M	3/8"	FLAT WASHER (PLT)	0.1100	4.40	0.0010	0.04

Taft Electric Company

1694 Eastman Avenue  
 Ventura, CA 93003

Phone: 805-642-0121  
 Web: www.taftelectric.com

Region: COR 015 E-TRAP PRIMERS

Item #	QTY	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
160181	20	EA	M	3/8"	LOCK WASHER (PLT)	0.0241	0.48	0.0010	0.02
160072	40	EA	M	3/8"	BEAM CLAMP-WALLEABLE	3.6593	146.37	0.1550	6.20
32	3		M		FIRESTOPPING 1/2" - 2"	25.0000	75.00	0.2250	0.68

Phase Totals: 525.97 26.16

Job Totals: 525.97 26.16

Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003

Phone: 805-642-0121  
Web: www.taftelctr.com

## RFI Detail

## Attachments ✓

## Related Objects

## History

RFI No. 00091	Status Open
From Nalani Scanlon	Submitted <input checked="" type="checkbox"/> 09/16/2016 09:50 AM
Co-Author Bob Zio	Co-Author RFI No. CCP-00021
Forwarded From CCP-00021	
To Tom Bardwell	Received <input checked="" type="checkbox"/> 09/16/2016 04:09 PM
CC Dick Jones, Dwayne Torres, Paul Vernier	
Subject Trap Primers require 10 PSIG pressure drop.	Change #
Date Created 2016-09-16	Date Required 2016-08-26
RFI Type Plumbing	RFI Priority High
Schedule / Activity ID	Document Reference P1-11.1A, 2A
Spec Section 22000	
Other RFI Type	Area BLDG 1
Source	
Question	<b>Plumbing Drawings show TP-1 pressure drop activated trap primers on the 2nd floor in Area A. All pressure drop trap primers require a certain amount of pressure drop to activate trap primer valve. Installation of a pressure drop trap primer individually on a dedicated water line typically will not produce the pressure drop required. The manufacturers typically require that these trap primers are installed within 20' of a valve or faucet in order to produce the pressure drop required.</b>
Suggestion	<b>Propose the use of an electronic trap primer to better suit the situation rather than redesigning locations of trap primers (see attached). This situation may exist in the other buildings. Please verify design and location of these trap primers and access panels.</b>
Possible Cost Impact	Potentially Cost Amount
Possible Time Impact	Potentially Days
Answered By	<b>No exceptions taken for use of electronic trap primers with access panels.</b>
Date Answered	<b>Trap primer shall be located on second level serving floor drains on first and second levels. See attached sketch for water supply.</b>
Answer	<b>G. Ikari, OED,inc. 9/26/2016</b>

## Sort

## Notes

Author: Nalani Scanlon

Date: 09/16/2016 09:50 AM

Forwarded by Nalani Scanlon to Tom Bardwell as 00091



**CITY COMMERCIAL PLUMBING, INC.**  
**Plumbing Contractors and Consultants**

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

TO: Swinerton Builders

DATE: 8-19-16

ATTENTION: Nalani Scanlon

PROJECT: Lemonwood K-8

**REQUEST FOR INFORMATION**

RFI # 021

TIME INVESTED IN THIS RFC: 1hr

SPECIFIC REFERENCE: Trap Primers require 10 PSIG pressure drop.

PLAN REFERENCE: P1-11.2.A

REQUEST: Plumbing Drawings show TP-1 pressure drop activated trap primers on the 2<sup>nd</sup> floor in Area A. All pressure drop trap primers require a certain amount of pressure drop to activate trap primer valve. Installation of a pressure drop trap primer individually on a dedicated water line typically will not produce the pressure drop required. The manufacturers typically require that these trap primers are installed within 20' of a valve or faucet in order to produce the pressure drop required. Perhaps the use of an electronic trap primer would better suit the situation other than redesigning locations of trap primers (see attached). This situation may exist in the other buildings. Please verify design and location of these trap primers and access panels. Thank you.

DELAY IMPACT POSSIBLE: Yes

PROBABLE COST IMPACT: TBD

REQUESTED BY: Bob Zio

DATE REQUIRED: ASAP

RESPONSE:

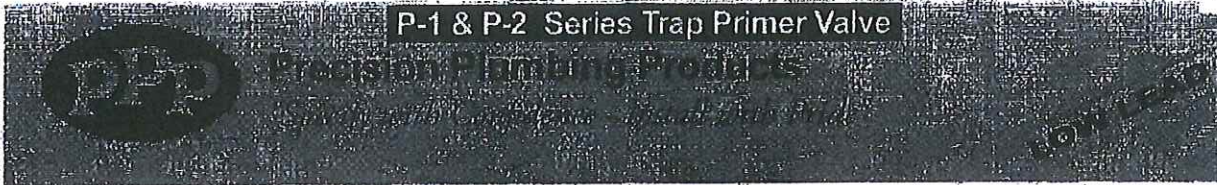
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**TRAP PRIMER VALVES**

TP-1/TP-2

72



P-1 & P-2 Series Trap Primer Valve

**P-1 & P-2 SERIES TRAP PRIMER VALVE**

www.pppinc.net

**“... Automatically maintains a constant water seal in floor drain traps.”**

The P-1 & P-2 Series of Trap Primer Valve is a precision device designed to deliver potable water to seldom used floor drains.

A pressure drop of 10 P.S.I.G. (70 Kpa) is required to activate the priming valve.

The Trap Primer must be installed on cold fresh water lines of 1 1/2" diameter or less.

The valves operating range is 20 to 80 PSIG (138 to 552 kpa).

**SPECIFICATIONS:**

Adjustable to line pressure.

→ Model P1-500 and P2-500 will prime 1 - 4 floor drains using the P.P.P. Patented distribution system.

→ Model P2-500 and P1-500 will prime 1 - 2 floor drains using the P.P.P. Patented distribution system.

The priming valve must have a minimum elevation of 12 inches (305mm) above the finished floor.

Must be installed on a cold water line serving a frequently used fixture such as urinal or a water closet.

**PROJECT SUBMITTAL**

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

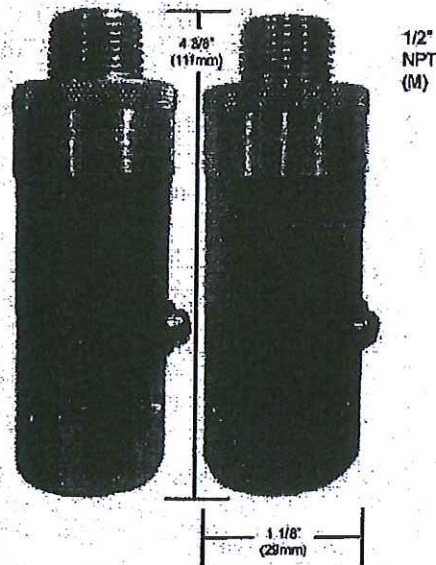
Engineer: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Model P-1

Model P-2



**FLOOR DRAIN TRAP PRIMER VALVE  
MODELS: P1-500 & P2-500 and**

Machined from C69300 ECO corrosion resistant brass. Piston operated, contains no springs or diaphragms. Easily adjusted to high or low pressures. Install anywhere on the line - at least 12" above the traps to insure proper flow.

Inlet opening is 1/2" NPT (M) (12mm BSP).  
Outlet opening is 1/2" NPT (F) (12mm BSP).

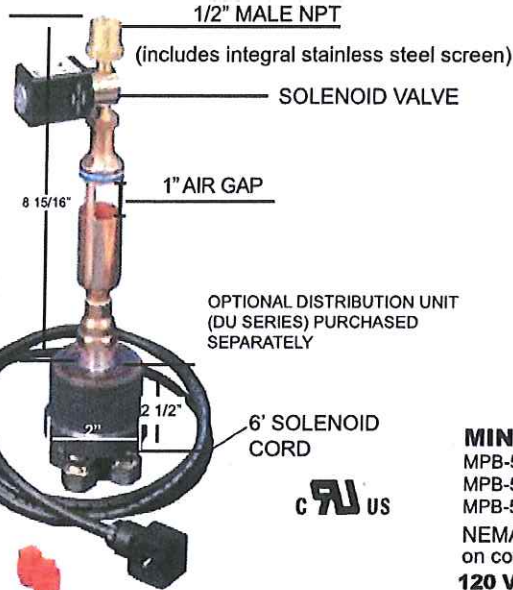


**Precision Plumbing Products**  
*"Specify with Confidence - Install with Pride"*

**MINI-PRIME ELECTRONIC TRAP PRIMING MANIFOLD**

**MP-500**

**MINI-PRIME**  
 MP-500-115V  
 MP-500-24V  
 MP-500-240V



www.pppinc.net  
**MPB-500**

**A**  
 (cover not shown in photo).

**PLEASE NOTE:**

Designed for use with 1 to 4 floor drains. The trap primer valve make up line to floor drain is recommended to be a minimum of 12" off the finished floor before a 90° elbow can be installed. The furthest recommended distance of makeup line is approximately 20' to floor drain. Trap primer make up line must have a continuous slope to the floor drain (consult local code requirements).

**RECYCLE TIMER BOX:**

Pre-set timer opens once for 6 seconds every 24 hrs.

Dimensions - (L) 7 5/8" x (W) 4 5/8" x (D) 2 3/8"

**INLET:** 1/2"NPT Male. ANSI/ASME B1.20.1.

**OUTLET:** 1/2"NPT Female. ANSI/ASME B1.20.1

PROJECT SUBMITTAL MODEL # \_\_\_\_\_

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Engineer: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Prepared By: \_\_\_\_\_

**MINI-PRIME W/BOX**

MPB-500-115V  
 MPB-500-24V  
 MPB-500-220V

NEMA Type 1, UL 50, 12" x 12" x 4" - 16 gauge steel w/screw on cover ANSI 61 gray polyester powder paint.

**120 Volt MP/MPB**

120 vac solenoid coil  
 1 Phase  
 2 wire + ground  
 60Hz Frequency  
 Hold current: .11 Amps  
 In Rush: 23 Amps  
 Largest Load Ampere: .23 Amps

**240 Volt MP/MPB**

240 vac solenoid coil  
 1 Phase  
 2 wire + ground  
 60Hz Frequency  
 Hold current: .05 Amps  
 In Rush: .12 Amps  
 Largest Load Ampere: .12 Amps

**24 Volt MP/MPB**

24 vac solenoid coil  
 1 Phase  
 2 wire + ground  
 60Hz Frequency  
 Hold current: .54 Amps  
 In Rush: 1.2 Amps  
 Largest Load Ampere: 1.2 Amps

**ROUGH-IN DIMENSIONS**

A. 12 INCHES

B. 12 INCHES

Depth 4 INCHES



**DISTRIBUTION UNITS:**

(DU Series) Drain Outlet: 5/8" and 1/2" Compression Fittings SAEJ512 -1/2" female NPT ANSI/ASME B1.20.1.

**SOLDER JOINTS:**

95-5 lead free. Containing lead not in the excess of 0.2%.

**ELECTRICAL COMPONENTS:**

Circuit Breaker, Test Switch, Timer, Solenoid Valve UL Listed.

Electrical assembly listed per UL #;73.

**TEMPERATURE/PRESSURE:**

32°F-125°, 20 PSI-150 PSI. Minimum 2oz. water at 20 PSI per drain served.

**ACCESS DOOR FOR MP-500**

**Model:**

D-814PC, D-814SS, F-814PC, F-814SS.

**Precision Plumbing Products**

Division of JL Industries, Inc.

802 SE 199th Ave  
 Portland, Oregon 97233

T (503) 256-4010  
 F (503) 253-8165

www.pppinc.net

US PATENT NUMBER 5,797,419 CANADIAN PATENT NUMBER 2,174,578

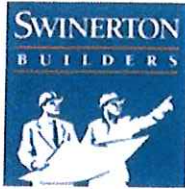


JL Industries, Inc.



Rev 05/15





March 13, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0149 RFI 191 Type 13 Electrical fixture mounting

*4/17/17  
 Design Modification  
 OCA -  
 Added brackets to  
 hotel lights off  
 wall.  
 Bracket by elect.  
 Engr. Specification*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Furnish and install fixture mounting as directed in RFI 0191. Use specified optics as directed at the MPR building.

Phase	Category	Description	Subcontractor	Quote
260010	71140	RFI 0191 Provided a cut sheet detail for the wall mount arm for fixture Type 13.	TAFT ELECTRIC COMPANY	3,313.00
<b>Subtotal</b>				<b>3,313.00</b>
007480	71160	Subguard	1.15%	38.10
007410	71160	Builders Risk	0.6%	20.11
007420	71160	General Insurance	1.15%	38.54
007510	71160	P&P Bond	1%	33.13
991000	79999	Change Order Fee	5%	170.49
<b>Markup Subtotal</b>				<b>300.37</b>
<b>PCI Total</b>				<b>3,613.37</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,613.37.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*mt - 4/17/17*  
*RFI 4/17/17*  
*WJ 4/17/17*





---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray

PM

Date: 3/13/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00191

To:	SVA ARCHITECTS, INC.	RFI Date:	01/10/2017
Attention:	Tom Bardwell	Date Due:	01/17/2017
CC:	Paul Vernier	RFI Type:	ELECTRICAL
	Dick Jones	Priority:	
	Nikolas Bruno	Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	
		Status:	Accepted

Subject: Type 13 Fixture Mounting and Optics

### INFORMATION REQUESTED:

Requested By: Nalani Scanlon

We require direction on both how to mount the Type 13 fixture and which optics to provide. Type 13 is an exterior linear LED accent light intended to illuminate the building signs.

Mounting: There is no detail provided. The fixture schedule calls for the fixtures to be mounted 12" below sign for uplighting. Will there be a structure built to mount the fixtures on, or are brackets required? The fixtures should be mounted away from the building, approx. 12", to shine back on the sign. This decision will affect the choice of optics, as there are multiple options. Please advise.

Optics: Attached is a sketch showing an option for fixture mounting and optics relative to the sign. The fixture cutsheet shows additional options for optics. Please advise.

Fixture Length: We would like to use (1)12" length fixture for each of the building ID signs and (9)48" lengths end-to-end (36' tot) for the LEMONWOOD sign on MPR. Please confirm that recommended lengths are acceptable.

### SUGGESTION:

Possible Cost Impact: Yes

Possible Time Impact: Yes

### ANSWER:

Answered By: Tom Bardwell

Date of Response: 01/30/2017

Please see attached cut sheet for lighting wall mount arm. Provide 12" below signs as specified above and provide blocking as required for the wall mount arms. Attach per manufacturer recommendations. For the MPR sign use an 18" arm with 70x70 optics and the smaller signs use a 12" arm with 70x70 optics. Fixture lengths are correct per the RFI.

### ATTACHMENTS:

RFI 044 Type 13 Fixture Mounting and Optics



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003

(805)642-0121  
Contractor License # 772245

## Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood  
2200 Carnegie Court  
Oxnard, CA 93033

Project # 2241  
Tel: Fax:

TAFT ELECTRIC COMPANY

Change Order Request: 032

Date: 2/3/2017

To: Nalani Scanlon  
Swinerton Builders  
865 S. Figueroa Street  
Los Angeles, CA 90017

From: Matt Gobuty  
TAFT ELECTRIC COMPANY  
P.O. Box 3416  
Ventura, CA 93006

Description	Category	Status
Type 13 Mounting Arms		Submitted

Reference	Required By	Days Req	Amt Req
TEC RFI 044	2/10/2017	0	3,313

**Notes**  
We are submitting the above cost to provide a complete mounting system for the Type 13 Building Sign Fixtures. See TEC RFI 044.

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty  
Project Manager  
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
<b>Description</b>		<b>Notes</b>				

Approved By:

Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

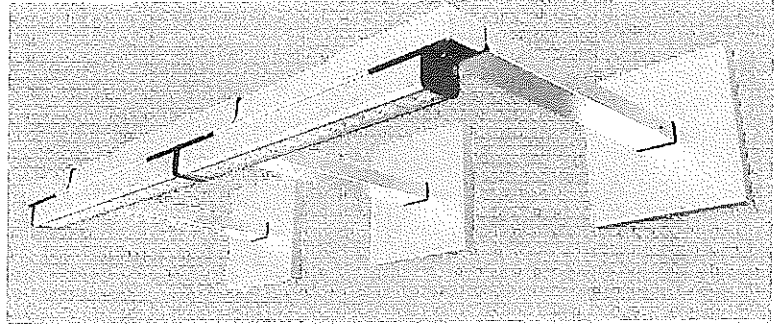


DATE	PROJECT	FIRM	TYPE
------	---------	------	------

TRÖV MOUNTING ARMS ARE USED WHEN THERE IS NO STRUCTURE TO MOUNT THE FIXTURE AWAY FROM THE WALL.

**FEATURES :**

- COMPATIBLE WITH L35 AND L50 SERIES FIXTURES
- AVAILABLE IN 6", 12", 18" AND 24" LENGTHS
- MOUNTS TO ALL COMMON JUNCTION BOXES
- ANODIZED ALUMINUM FINISH MATCHES THE FIXTURE
- NO VISIBLE MOUNTING HARDWARE AND LEADER CABLE

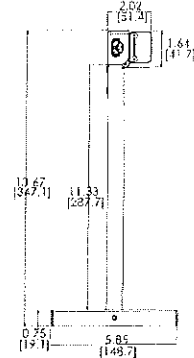
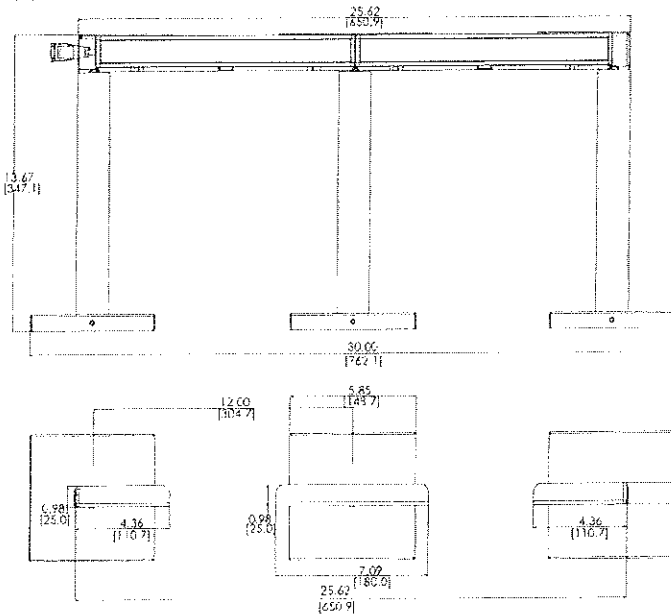


**PHYSICAL**

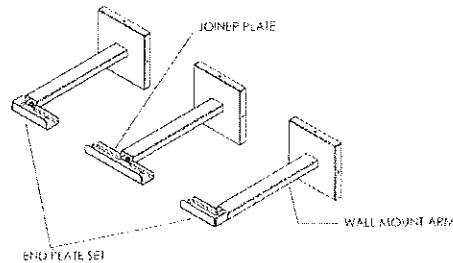
**DIMENSIONS  
MATERIAL**

W 179" x H 2.51" x L 11.77" (45.5mm x 58.6mm x 299mm) APPROX  
END OF JOINING PLATES: CLEAR ANODIZED ALUMINUM; ARMS AND CANOPY: PAINTED SILVER

**WALL MOUNT ARM FOR L35 AND L50**



**⚠ Ensure power is OFF.  
Not intended for wet conditions with the fixtures aiming up.**



**ORDERING**

PART NUMBER	DESCRIPTION
WMA-L-CA-06	6 INCH WALL MOUNT ARM
WMA-L-CA-12	12 INCH WALL MOUNT ARM
WMA-L-CA-18	18 INCH WALL MOUNT ARM
WMA-L-CA-24	24 INCH WALL MOUNT ARM
WMA-L-END	WALL MOUNT ARM END PLATE SET
WMA-L-JNR	WALL MOUNT ARM JOINER PLATE

**LIMITED WARRANTY 5 YEARS**

ECOSENSE LIGHTING INC.  
915 WILSHIRE BLVD  
SUITE 2175  
LOS ANGELES, CA 90017

P • 310.496.6255  
F • 310.496.6256  
T • 855.632.6736  
855.6.ECOSEN

SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE  
VISIT ECOSENSELIGHTING.COM FOR THE MOST CURRENT  
SPECIFICATIONS  
© 2016 ECOSENSE LIGHTING INC. ALL RIGHTS RESERVED.  
ECOSENSE, THE ECOSENSE LOGO, TRÖV AND ECOSPEC ARE  
REGISTERED TRADEMARKS OF ECOSENSE LIGHTING INC.

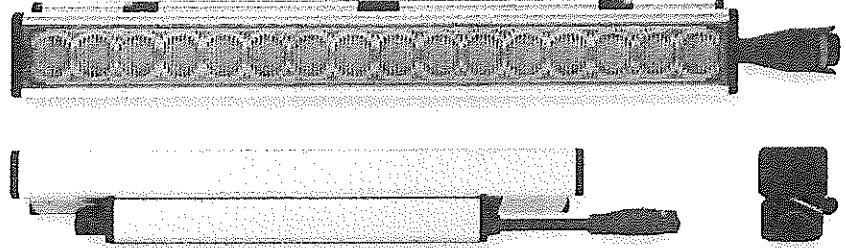
**L50 E 12 10 35 80 MULT XXXX / CBL 3P L UNV 10**

LEMONWOOD K-8 RECONSTRUCCION
13

THE L50 INCLUDES PATENTED OPTICAL DESIGN THAT DELIVERS THE WIDEST RANGE OF BEAM ANGLE OPTIONS FOR PRECISE COVE, WALL GRAZING, WALL WASHING OR LINE OF LIGHT APPLICATIONS. EXCLUSIVE FLIP TO FLAT™ HINGE DESIGN PROVIDES FLEXIBILITY WHEN MANAGING SMALL COVE DETAILS. TRÖV OFFERS SMOOTH, FLICKER FREE DIMMING DOWN TO 0%.

**FEATURES :**

- DIM TO 0%, ELY REVERSE PHASE
- 24 BEAM ANGLES
- MULTI-VOLT
- FLIP TO FLAT™
- 6 CCT OPTIONS
- 80+ AND 90+ CRI OPTIONS
- IP54 INTERIOR AND IP66 EXTERIOR OPTIONS



MODEL/ SIZE	INTERIOR/ EXTERIOR	LENGTH	POWER	CCT	CRI	VOLTAGE	OPTICS
L50	E	12	10	35	80	MULT	XXXX
<b>L50</b>	<b>E</b>	<b>12"</b> 48"	02 04 06 08 <b>10</b> 12	<b>WHITE CCT</b> MONO RD GR BL AM	<b>80</b> 90+ Blank For Color	<b>MULT</b> (120-277V)	<b>GRAZING</b> 5 x 29 9 x 59 15 x 85 15 x 93 15 x 95 15 x 98 <b>COVE</b> 120" 48" <b>LINE OF LIGHT</b> 1:6L
							<b>WASHING</b> 25 x 25 25 x 33 25 x 45 25 x 75 25 x 95 55 x 25 40 x 40 40 x 48 40 x 60 40 x 90 45 x 15 70 x 46 70 x 70

**EXAMPLE:** L50-I-48-10-27-90-MULT-15x65  
 See L50 spec sheet for interior cove options  
 90 CRI not available in 2200K or 5000K  
 120 is only available with Exterior option.

**OPTICS NEEDS TO BE SPECIFIED**

PERFORMANCE	WATTS	OPTIC	LUMEN OUTPUT	EFFICACY
	2W	40 x 60	114 lm/LF (1367 lm/m)	57 lm/W
	4W	40 x 60	328 lm/LF (1037 lm/m)	82 lm/W
	6W	40 x 60	511 lm/LF (1614 lm/m)	85 lm/W
	8W	40 x 60	703 lm/LF (2224 lm/m)	88 lm/W
	10W	40 x 60	839 lm/LF (2644 lm/m)	84 lm/W
	12W	40 x 60	970 lm/LF (3201 lm/m)	81 lm/W

ALL LUMEN DATA IS FROM 4000K ACRRI FIXTURES. PLEASE SEE PHOTOMETRY SPEC SHEET FOR ADDITIONAL LUMEN DATA.

COLOR RENDERING INDEX	80+, 90+				
COLOR CONSISTENCY	2-STEP MACADAM ELLIPSE				
LUMEN DEPRECIATION / RATED LIFE	WATTS	L70 @ 25C	L70 @ 50C	L90 @ 25C	L90 @ 50C
	2W-12W	>150,000	>70,000	>50,000	>25,000

CRITICAL POINTS: LED FIXTURES ALSO BEAR ANNUAL WARRANTY THAT CORRELATES THE LUMEN DEPRECIATION TO THE WARRANTY PERIOD.

CALCULATIONS FOR LED FIXTURES ARE BASED ON MEASUREMENTS THAT COMPLY WITH IESNA AND IESNA PROCEDURES AND 50 FOOT C-LEVEL AHD.

ELECTRICAL	POWER CONSUMPTION													
	2W/LF (6.6W/M); 4W/LF (13.2W/M); 6W/LF (19.8W/M); 8W/LF (26.4W/M); 10W/LF (33W/M); 12W/LF (39.6W/M); 12W/LF (19.9W/M) @ 220V, 277V													
	2W/LF		4W/LF		6W/LF		8W/LF		10W/LF		12W/LF			
	Volts	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	
	120	214	214	186	186	152	152	114	114	91	91	76	76	
	220	374	392	340	340	277	277	209	209	95	167	95	139	
	277	374	494	374	428	349	349	263	263	95	190	95	175	

**POWER FACTOR** 4W, 6W, 8W, 10W, 12W >0.9, 2W <0.9  
**OPERATING VOLTAGE** MULTI-VOLT 110-277VAC, 50/60 Hz  
**DRIVER** INTEGRAL TO FIXTURE. DE-RATED POWER AND SYNC-IRONOUS START-UP AT FULL BRIGHTNESS  
**STARTUP TEMPERATURE** -40 F TO 122 F (-40 C TO 50 C)  
**OPERATING TEMPERATURE** -40 F TO 122 F (-40 C TO 50 C)  
**STORAGE TEMPERATURE** -40 F TO 176 F (-40 C TO 80 C)

<b>CONTROL</b>	<b>DIMMING</b>	110-277VAC ELV TYPE 0.07%-100%, REVERSE PHASE TRAILING EDGE
<b>PHYSICAL</b>	<b>DIMENSIONS</b>	W 1.6" x H 2" x L 12"/48" : (41.6mm x 50.8mm x 304.7mm/1201mm)
	<b>HOUSING /LENS</b>	EXTRUDED ALUMINUM; UV STABILIZED POLYCARBONATE; STAINLESS STEEL FASTENERS; PLASTIC ENDCAPS; RUBBER OVERMOLD FOR CABLE ASSEMBLY
	<b>WEIGHT</b>	1.57LBS / 0.69KG (1FT); 4.95LBS. / 2.25KG (4FT)
	<b>CONNECTORS</b>	INTEGRAL MALE/FEMALE CONNECTORS
	<b>ENVIRONMENT</b>	INDOOR • ETL CERTIFIED FOR DRY/DAMP LOCATIONS IP54 OUTDOOR • ETL CERTIFIED FOR WET LOCATIONS IP66 IMPACT RATED TO IK10
	<b>BEAM ANGLE</b>	GRAZING, WASHING, COVE, ASYMMETRIC, LINE OF LIGHT
	<b>MOUNTING OPTIONS</b>	INTEGRAL MOUNTING AND ADJUSTABLE AIMING FROM 0-180 IN 15 INCREMENTS

**FIXTURE RATING & CERTIFICATIONS**  
 CE, ETL CERTIFIED  
 RoHS COMPLIANT  
 ENERGY STAR COMPLIANT  
 DLC COMPLIANT  
 RCM CERTIFIED



**LIMITED WARRANTY 5 YEARS**

**WIRING OPTIONS (MVOLT): 110-277VAC**

Power Cable Assembly, TROV, Leader/Jumper, 10 foot.....	CBL-3P-L-UNV-10*
Power Cable Assembly, TROV, Jumper, 5 foot.....	CBL-3P-L-UNV-05**
Power Cable Assembly, TROV, Jumper, 1 foot.....	CBL-3P-L-UNV-01**
Power Cable Assembly, TROV, Male and Female terminator caps.....	CBL-3P-L-UNV-CAPS

\*Two (2) terminators are included with the 10' power cable. One leader needed per circuit/fixture run. Cables are not plenum rated.  
 \*\*If using the 5' or 1' power cable assembly as a leader to power a run, one set of CBL-3P-L-UNV-CAPS will also be needed per cable.

**0-10V CONTROL OPTIONS**

100-120VAC / 277VAC Linear Dimming Control Module 0-10V - Plenum Rated.....	LDCM-PL-120-277-010V-GR
-----------------------------------------------------------------------------	-------------------------

All products come standard with ELV dimming capabilities. 0-10V Control options required for operation at 0-10V.

**OPTIONAL ACCESSORIES**

**Mounting**

Mounting Track, TROV, 48 inch.....	MNT-L-TRK-48	Mounting Track needed = Total run length. Mounting track is field cuttable.
Mounting Track, TROV, 12 inch.....	MNT-L-TRK-12	Track can be continuously mounted and have any length fixture attach to it.
Mounting Track Clip, TROV, Set of 2.....	MNT-L-CLIP	Clips needed = 12" fixtures need 1 set of 2 and 48" fixture needs 2 sets of 2.
90 Degree L bracket, TROV, Set of 2.....	MNT-L-LBKT	L-Brackets needed = 12" fixtures need 1 set of 2 and 48" fixture needs 2 sets of 2.
Angle Locking Clip, TROV, Pack of 10.....	MNT-L-ANGLOCK	Angle Locks needed = 12" fixtures need 1 and 48" fixtures need 2. (Included with fixtures)
Mounting, Fine Adjustment Bracket, TROV.....	MNT-L-FAB	Fine Adjustment Brackets needed = 12" fixtures need 1 and 48" fixtures need 2. Fine Adjustment Bracket is highly recommended for Grazing optics.
Mounting, Fine Adjustment L-Bracket, TROV.....	MNT-L-LFAB	Fine Adjustment L-Brackets needed = 12" fixtures need 1 and 48" fixtures need 2. Fine Adjustment L-Bracket is recommended for Asymmetric Optics when aiming is needed.

**Snap-on Lenses**

Snap-on Lens, Frosted, 12 inch, L50.....	LENS-L50-FROST-12	Snap-on Lenses need = One 12" lens is needed per 12" fixture and one 48" lens is needed per 48" fixture. Snap on Lenses will not work with the asymmetric fixture. Clear lenses can be used to hold colored filters to customize the output color of any TROV fixture, except the ASYM. Color filters supplied by others.
Snap-on Lens, Frosted, 48 inch, L50.....	LENS-L50-FROST-48	
Snap-on Lens, Clear, 12 inch, L50.....	LENS-L50-CLEAR-12	
Snap-on Lens, Clear, 48 inch, L50.....	LENS-L50-CLEAR-48	

**Wall Mount Arm**

Wall Mount Arm, 6 inch, TROV.....	WMA-L-CA-06	Wall Mount Arms needed = For individual fixture installations two arms and one end set will be needed per fixture. For continuous run installation one endset will be needed per run. Each end set contains one left and one right end plate. One joining set will be needed per joint. One arm per fixture will be needed plus one extra arm to complete the run. For example: A 10ft run made with two 4ft and two 1ft fixtures will contain; 1 x WMA-L-END, 3 x WMA-L-JNR, and 5 x WMA-L-CA-12. Leader cables are not included with wall mount arms, end sets, or joiners sets.
Wall Mount Arm, 12 inch, TROV.....	WMA-L-CA-12	
Wall Mount Arm, 18 inch, TROV.....	WMA-L-CA-18	
Wall Mount Arm, 24 inch, TROV.....	WMA-L-CA-24	
Wall Mount Arm End Plate Set, TROV, Includes Left and Right.....	WMA-L-END	
Wall Mount Arm Joiner Plate, TROV.....	WMA-L-JNR	

**Louvers**

Louver, Asymmetric, 12 inch, L50.....	LV-L50-ASYM-12	Louvers Needed = One 12" louver is needed per 12" fixture and one 48" louver is needed per 48" fixture. 48" louver is made up of four 12" louvers. Louvers cannot be used with the asymmetric fixture.
Louver, Asymmetric, 48 inch, L50.....	LV-L50-ASYM-48	
Louver, Symmetric, 12 inch, L50.....	LV-L50-SYM-12	
Louver, Symmetric, 48 inch, L50.....	LV-L50-SYM-48	
Louver, Honeycomb, 12 inch, L50.....	LV-L50-HCOMB-12	
Louver, Honeycomb, 48 inch, L50.....	LV-L50-HCOMB-48	

### OPTIONAL ACCESSORIES

#### Masking Plates

- Masking Plate, 3 inch high, 12 inch, L50 & L35 ..... MP-L50-3H-12
- Masking Plate, 3 inch high, 48 inch, L50 & L35 ..... MP-L50-3H-48

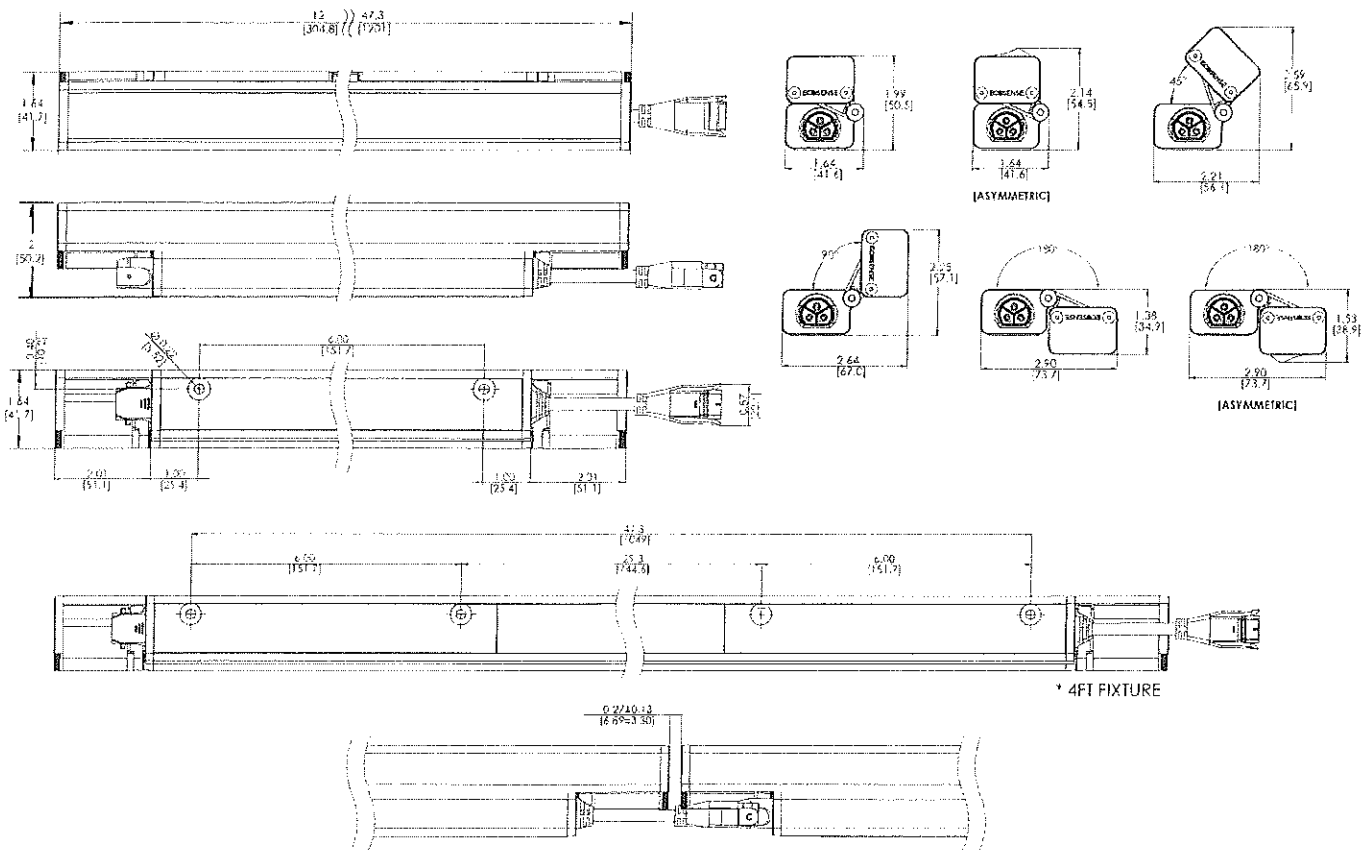
Masking Plates needed = One 12" lens is needed per 12" fixture and one 48" lens is needed per 48" fixture.

#### Landscape Stake

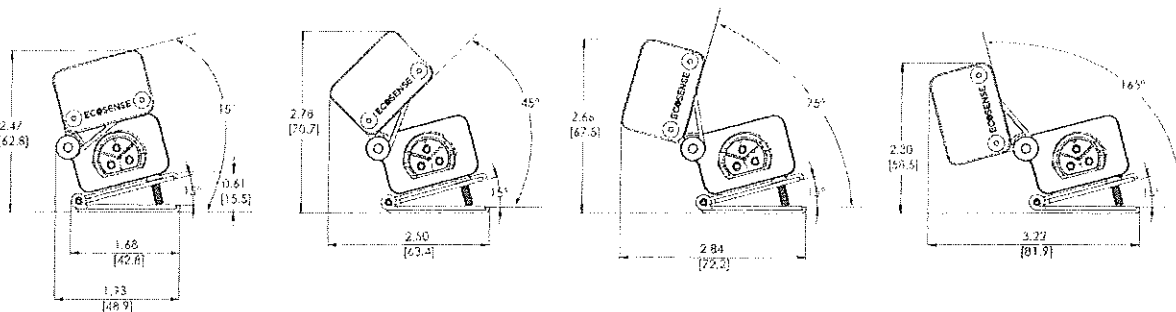
- Landscape Stake, 6 inch, TROV, Set of 2 ..... LS-L-STK-06
- Landscape Stake, 12 inch, TROV, Set of 2 ..... LS-L-STK-12
- Landscape Stake, 18 inch, TROV, Set of 2 ..... LS-L-STK-18

Landscape Stakes needed = 12" and 48" fixtures both need one set of 2.

### DIMENSIONS + MOUNTING



### Fine Adjustable Bracket:





## **Matt Gobuty**

---

**From:** Theis, Karrie <ktheis@cedventura.com>  
**Sent:** Friday, December 23, 2016 9:24 AM  
**To:** Matt Gobuty  
**Cc:** Fox, Mike  
**Subject:** RE: Lemonwood Type 13 Exterior Mounting Issue

We fixed our BOM to allow a total of 480" which consists of:

(4)12" fixtures = 48"  
(9)48" fixtures = 432"

Pricing for the mounting arms is below:

Thanks  
Karrie

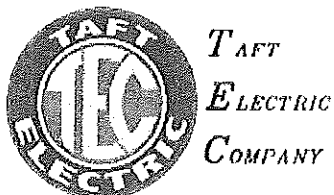
**From:** Matt Gobuty [mailto:mgobuty@taftelectric.com]  
**Sent:** Thursday, December 22, 2016 2:26 PM  
**To:** Theis, Karrie <ktheis@cedventura.com>  
**Subject:** RE: Lemonwood Type 13 Exterior Mounting Issue

No, there are (4) additional smaller signs, but one 12" fixture will suffice at each of these locations.

So we will need  
(4)12" fixtures  
(9)48" fixtures

*Matt Gobuty*


Project Manager  
Taft Electric  
(805) 654-7994  
[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)

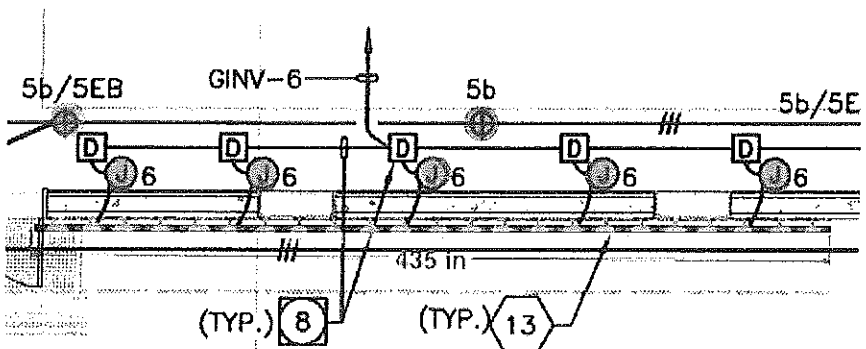


**From:** Theis, Karrie [mailto:ktheis@cedventura.com]  
**Sent:** Thursday, December 22, 2016 2:20 PM  
**To:** Matt Gobuty <mgobuty@taftelectric.com>  
**Subject:** RE: Lemonwood Type 13 Exterior Mounting Issue

And there only (1) sign that you are lighting up?  
 So the total you need for the entire project is 432"?

**From:** Matt Gobuty [mailto:mgobuty@taftelectric.com]  
**Sent:** Thursday, December 22, 2016 9:44 AM  
**To:** Theis, Karrie <ktheis@cedventura.com>  
**Subject:** RE: Lemonwood Type 13 Exterior Mounting Issue

	JO LIGHTING LINE 2.0 LED SERIES 0.04.E.3K.60.101.7.18.2 EQUAL BY:	12W/FT	LED	LINEAR ACCENT LIGHTING LED, 18" LENGTH, SIDE SURFACE MOUNTED FOR WET LOCATIONS, REMOTE DRIVER WITH 100W MOUNTED 12" BELOW SIGN FOR UPLIGHTING. REFER TO ARC FOR ADDITIONAL INFORMATION.
-----------------------------------------------------------------------------------	----------------------------------------------------------------------------	--------	-----	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



The length of the sign has not changed (approx. 435" or 36.'), the length of the fixture provided did. On the contract schedule, the fixtures were 18", of which a quantity of (24) 18" fixtures would have covered the length (435/18=24.1). The fixtures provided leaves us 12' short, requiring (3)48" fixtures to make up the difference

**Matt Gobuty**  
 Project Manager  
 Taft Electric  
 (805) 654-7994  
[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)



**From:** Theis, Karrie [<mailto:ktheis@cedventura.com>]  
**Sent:** Thursday, December 22, 2016 9:05 AM  
**To:** Matt Gobuty <[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)>  
**Subject:** RE: Lemonwood Type 13 Exterior Mounting Issue

The 48" are more expensive.

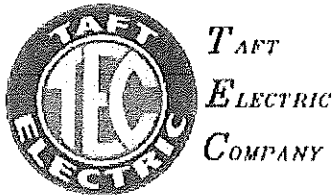
What is the total length required for this project?  
And has that length changed from the original counts?

**From:** Matt Gobuty [<mailto:mgobuty@taftelectric.com>]  
**Sent:** Thursday, December 22, 2016 8:57 AM  
**To:** Theis, Karrie <[ktheis@cedventura.com](mailto:ktheis@cedventura.com)>  
**Subject:** RE: Lemonwood Type 13 Exterior Mounting Issue

Well, this could get messy, but please provide a quote to delete (14)12" fixtures and add (6)48" fixtures. If the 48" fixtures cost less, then we are even. If they cost more, Taft will pick up this cost.

However, yes, we will need (9) 48" fixtures total. I think these (3) additional 48" fixtures should be provided at no extra cost to Taft. The Ecosense fixture needs to provide the same amount of linear coverage as the specified fixture regardless of quantity.

*Matt Gobuty*  
Project Manager  
Taft Electric  
(805) 654-7994  
[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)



**From:** Theis, Karrie [<mailto:ktheis@cedventura.com>]  
**Sent:** Thursday, December 22, 2016 8:45 AM  
**To:** Matt Gobuty <[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)>  
**Subject:** RE: Lemonwood Type 13 Exterior Mounting Issue

So, change the change order to:  
Delete 24 – 12"  
Add 9 – 48"

?

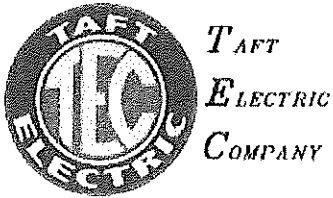
**From:** Matt Gobuty [mailto:[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)]  
**Sent:** Thursday, December 22, 2016 8:39 AM  
**To:** Theis, Karrie <[ktheis@cedventura.com](mailto:ktheis@cedventura.com)>  
**Subject:** RE: Lemonwood Type 13 Exterior Mounting Issue

Ok, can you get me unit pricing on the 12" and 18" arms, endplates & joiners?

I also noticed: The fixtures need to span a 36' sign. The (24) 12" Ecosense fixtures in the VE package will not cover it. If we do change to 48" fixtures, we will need a quantity of (9).

Thanks

*Matt Gobuty*  
Project Manager  
Taft Electric  
(805) 654-7994  
[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)



**From:** Theis, Karrie [mailto:[ktheis@cedventura.com](mailto:ktheis@cedventura.com)]  
**Sent:** Thursday, December 22, 2016 7:43 AM  
**To:** Matt Gobuty <[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)>  
**Subject:** FW: Lemonwood Type 13 Exterior Mounting Issue

Matt

From Ecosense, the fixture we submitted is the **L50 E 12 10 35 80 MULT**. Installation instructions for that fixture are included.

After checking with Ecosense about the new mounting method they said - "If the fixture is mounted facing up, the arms require a silicone putty to seal it from water. If they are facing down, they are fine. The fixtures themselves are still wet listed."

If you need the mounting arms, please advise as these will have to be requoted.

Thanks

Karrie Theis | Project Manager  
CED VENTURA  
[ktheis@cedventura.com](mailto:ktheis@cedventura.com)  
O: (805) 642-0361



CONSOLIDATED ELECTRICAL DISTRIBUTORS

1803 Palma Drive • Ventura, CA 93003

805) 642-8361 • [www.cedventura.com](http://www.cedventura.com)

Website: [www.cedventura.com](http://www.cedventura.com)

**From:** Matt Gobuty [<mailto:mgobuty@taftelectric.com>]

**Sent:** Wednesday, December 21, 2016 10:24 AM

**To:** Dominguez, J. <[jr@marvistasales.com](mailto:jr@marvistasales.com)>

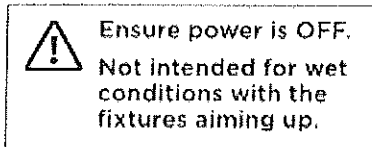
**Cc:** Theis, Karrie <[ktheis@cedventura.com](mailto:ktheis@cedventura.com)>

**Subject:** Lemonwood Type 13 Exterior Mounting Issue

Good morning,

I found this note on Ecosense's website on the wall mount installation guide. We will need to install this fixture on the exterior of the buildings facing up per the attached sketch.

Please confirm that this fixture is acceptable for the intended installation



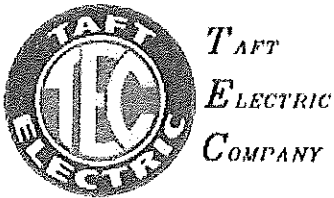
*Matt Gobuty*

Project Manager

Taft Electric

(805) 654-7994

[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)





March 13, 2017

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0170 RFI 0193 Add power to CU2-1-1 and FC2-1-1

*4/17/17  
Designs cover condensate  
No Power to  
unit.  
M.H.  
OCA*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Furnish and install conduit, wire, switches, and controls as directed in RFI 0193

Phase	Category	Description	Subcontractor	Quote
260010	71140	Furnish and install conduit, wire, switches, controls as directed in RFI 0193	TAFT ELECTRIC COMPANY	7,082.00
March 13, 2017			<b>Subtotal</b>	<b>7,082.00</b>
007480	71160	Subguard	1.15%	81.44
007410	71160	Builders Risk	0.6%	42.98
007420	71160	General Insurance	1.15%	82.38
007510	71160	P&P Bond	1%	70.82
991000	79999	Change Order Fee	5%	364.44
			<b>Markup Subtotal</b>	<b>642.06</b>
			<b>PCI Total</b>	<b>7,724.06</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **7,724.06.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*M.H. - 4/17/17  
4/18/17*



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray  
PM

Date: 3/13/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00193

---

To:	SVA ARCHITECTS, INC.	RFI Date:	01/11/2017
Attention:	Tom Bardwell	Date Due:	01/18/2017
CC:	Paul Vernier	RFI Type:	ELECTRICAL
	Dick Jones	Priority:	
	Nikolas Bruno	Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: TEC RFI 041 CU2-1-1 Condensing Unit Circuit

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Condensing Unit CU2-1-1 is not shown on the classroom roof plan E1-4.1.A or in the panel schedules on E5-7. However, it is shown on the mechanical roof plan M1-11.3.A and Condensing Unit Schedule on M0-0.3. The associated fan coil unit FC2-1-1 is shown in room 1-106 on sheet M1.11.1A.

---

**SUGGESTION:**

Possible Cost Impact: Yes

Possible Time Impact: Yes

We recommend feeding Condensing Unit CU2-1-1 from a 2 pole 20 amp breaker to be added to Panel CL7 26,28 on E5-7.

---

**ANSWER:**

Answered By: Tom Bardwell

Date of Response: 01/16/2017

No exception to contractor's proposed solution.

Provide power to condensing unit CU2-1-1 from CL7-26,28 via 20A 208V 1P breaker. Provide motor rated disconnect at condensing unit. Utilize 3/4"C - 2#12, 1#12G. Provide additional 3/4"C for control. Verify equipment requirements with condensing unit manufacturer installation instructions and mechanical drawings.

---

**ATTACHMENTS:**

RFI 041 CU2-1-1 Condensing Unit Circuit





# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003

(805)642-0121  
Contractor License # 772245

## Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood  
2200 Carnegie Court  
Oxnard, CA 93033

Project # 2241  
Tel: Fax:

TAFT ELECTRIC COMPANY

Change Order Request: 033

Date:

To: Bill Gray  
Swinerton Builders  
865 S. Figueroa Street  
Los Angeles, CA 90017

From: Matt Gobuly  
TAFT ELECTRIC COMPANY  
P.O. Box 3416  
Ventura, CA 93006

Description	Category	Status
Elevator HVAC Feeder		Submitted

Reference	Required By	Days Req	Amt Req
TEC RFI 041		0	7,082

### Notes

We are submitting the above cost to provide a feeder to bring power to HVAC units CU2-1-1 and FC2-1-1 serving the elevator equipment room. See TEC RFI 041.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuly  
Project Manager  
(805)654-7994

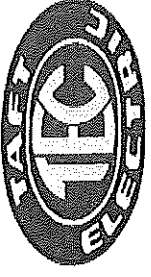
PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		<b>Description</b>			<b>Notes</b>	

Approved By:

Signature \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_



Job ID: 2241 LEMONWOOD COR  
 Project: 2241 Lemonwood COR



**Takeoff**

Vendor: COST Labor Level: LABOR 1 3 Feb 2017 15:03:20

Region: COR 033 ELEV HVAC FEEDER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				CL7 -> CU2-1-1 (2)#10 + (1)#12 - 100'				
180826	1	EA	M	20/2	BOLT-ON BREAKER	179.7800	179.78	0.5200	0.52
500154	1	EA	M	3/4	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5300	0.53
10047	100	FT	M	3/4	EMT	1.1187	111.87	0.0500	5.00
30147	10	EA	M	3/4	EMT STEEL-COMP COUPLING RT	1.1379	11.38	0.3000	3.00
30247	2	EA	M	3/4	EMT STEEL COMP INS-THROAT CONN RT	1.0729	2.15	0.1400	0.28
60	15	M			CONDUIT SUPPORT 1/2"-1"	5.8000	87.00	0.2000	3.00
10003	6	FT	M	1 1/4	GRC	6.7090	40.25	0.0800	0.48
59	1	M		1-1/4	GRC CAP	13.7980	13.80	0.1200	0.12
240001	2	FT	M	1 5/8" x 7/8"H	U-STRUT SGL-CHNL 12G STD GRN	2.8106	5.62	0.1225	0.25
160457	4	EA	M	1/4 x 1 1/4"	LAG BOLT	0.1319	0.53	0.1400	0.56
160186	4	EA	M	1/4 x 1 1/4"	FENDER WASHER (PLT)	0.0510	0.20	0.0012	0.00
240047	2	EA	M	1 1/4	GRC STRUT CLAMP GALV	0.9826	1.97	0.0400	0.08
220135	1	EA	M	30/2 SN	F/HD/240V N-3R RT SAFETY-SW	243.8005	243.80	2.0000	2.00
230068	2	EA	M	20 AMP	RK5 TIME DELAY 250V FUSE	4.8455	9.69	0.0400	0.08
240001	2	FT	M	1 5/8" x 7/8"H	U-STRUT SGL-CHNL 12G STD GRN	2.8106	5.62	0.1225	0.25
160186	4	EA	M	1/4 x 1 1/4"	FENDER WASHER (PLT)	0.0510	0.20	0.0012	0.00
240047	2	EA	M	1 1/4	GRC STRUT CLAMP GALV	0.9826	1.97	0.0400	0.08
160044	2	EA	M	1 1/4	U-BOLT HANGERS	5.8243	11.65	0.3500	0.70
160412	4	EA	M	1/4-20	HEX NUTS (PLT)	0.0332	0.13	0.0240	0.10
70030	220	FT	M	10	THHN/THWN CU (SOL)	0.2084	45.84	0.0070	1.54
70029	110	FT	M	12	THHN/THWN CU (SOL)	0.1332	14.65	0.0060	0.66
100153	4	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.72
100152	2	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.32
32	2	M			FIRESTOPPING 1/2" - 2"	25.0000	50.00	0.2200	0.44
TITLE	3	M		3/4	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50074	18	FT	M	3/4	LIQUIDTITE CONDUIT	1.3660	24.95	0.0500	0.90

TAFE Electric Company  
 1594 Eastman Avenue  
 Ventura, CA 93003  
 Phone: 805-642-0121  
 Web: www.tafelectric.com

Region: COR 033 ELEV HVAC FEEDER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
50085	3	EA	M	3/4	LIQUIDTITE ANGLE CONNECTOR	4.9413	14.82	0.2160	0.65
50096	3	EA	M	3/4	LIQUIDTITE STRAIGHT CONNECTOR	2.7152	8.15	0.1800	0.54
40208	6	EA	M	3/4	GRD BUSHING INSULATED	6.6672	40.00	0.2750	1.65
	0				CU2-1-1 -> FC2-1-1 PWR + SIGNAL 90°				
10001	12	FT	M	3/4	GRC	3.2313	38.78	0.0600	0.72
240045	4	EA	M	3/4	GRC STRUT CLAMP GALV	0.7771	3.11	0.0300	0.12
30356	2	EA	M	3/4	GRC LB CONDUIT BODY	9.7635	19.53	0.6500	1.30
30661	2	EA	M	3/4	CONDUIT BODY GASKET	3.2242	6.45	0.0200	0.04
40128	2	EA	M	3/4	SEALING LOCKWUT	1.2586	2.52	0.1600	0.32
30001	2	EA	M	3/4	GRC COUPLING	1.8090	3.62	0.1700	0.34
10047	180	FT	M	3/4	EMT	1.1187	201.37	0.0500	9.00
30147	12	EA	M	3/4	EMT STEEL-COMP COUPLING RT	1.1379	13.65	0.3000	3.60
30247	4	EA	M	3/4	EMT STEEL COMP INS-THROAT CONN RT	1.0729	4.29	0.1400	0.56
60	12		M		CONDUIT SUPPORT 1/2"-1"	5.8000	69.60	0.2000	2.40
70030	210	FT	M	10	THHN/THWN CU (SOL)	0.2084	43.76	0.0070	1.47
70029	105	FT	M	12	THHN/THWN CU (SOL)	0.1332	13.98	0.0060	0.63
100153	4	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.72
100152	2	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.32
32	2		M		FIRESTOPPING 1/2" - 2"	25.0000	50.00	0.2200	0.44
220030	1	EA	M	30/2 SN	F/HO/240V N-1 SAFETY-SW	130.4071	130.41	2.0000	2.00
230068	2	EA	M	20 AMP	RKS TIME DELAY 250V FUSE	4.8455	9.69	0.0400	0.08
	1		M	3/4	FLEXIBLE STEEL CONDUIT	0.0000	0.00	0.0000	0.00
50002	3	FT	M	3/4	FLEXIBLE STEEL CONDUIT	0.6733	2.02	0.0500	0.15
50024	1	EA	M	3/4	FLEX COND ANGLE CONN	3.9760	3.98	0.1680	0.17
50035	1	EA	M	3/4	FLEX COND STRAIGHT CONN	1.3900	1.39	0.1400	0.14
40208	2	EA	M	3/4	GRD BUSHING INSULATED	6.6672	13.33	0.2750	0.55

Phase Totals: 1,557.50 49.51

Job Totals: 1,557.50 49.51

3BH Electric Company

1694 Eastman Avenue  
Ventura, CA 93003

Phone: 805-642-0121  
Web: www.3bhelectric.com

## Matt Gobuty

---

**From:** CMiC I/O <cmicionewprod@swinerton.com>  
**Sent:** Wednesday, January 25, 2017 9:49 AM  
**To:** Matt Gobuty  
**Subject:** 16055106MG RFI TAFT-00039 TEC RFI 041 CU2-1-1 Condensing Unit Circuit  
**Attachments:** RFI 041 CU2-1-1 Condensing Unit Circuit.pdf

### RFI TAFT-00039

From	Matt Gobuty
To	Matt Gobuty
CC	
Project	Lemonwood K-8 School LLB
Subject	TEC RFI 041 CU2-1-1 Condensing Unit Circuit

Author: Nalani Scanlon

Date: 2017-01-11 03:02 PM

Forwarded by Nalani Scanlon to Tom Bardwell as 00193

**Subject:** TEC RFI 041 CU2-1-1 Condensing Unit Circuit

**Date Required:** 2017-01-18

**Cost Impact:** Yes

**Cost Amount:**

**Question:** Condensing Unit CU2-1-1 is not shown on the classroom roof plan E1-4.1.A or in the panel schedules on E5-7. However, it is shown on the mechanical roof plan M1-11.3.A and Condensing Unit Schedule on M0-0.3. The associated fan coil unit FC2-1-1 is shown in room 1-106 on sheet M1.11.1A.

We recommend feeding Condensing Unit CU2-1-1 from a 2 pole 20 amp breaker to be added to Panel CL7 26,28 on E5-7. Please advise.

Modified question:

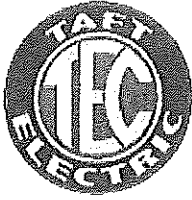
Condensing Unit CU2-1-1 is not shown on the classroom roof plan E1-4.1.A or in the panel schedules on E5-7. However, it is shown on the mechanical roof plan M1-11.3.A and Condensing Unit Schedule on M0-0.3. The associated fan coil unit FC2-1-1 is shown in room 1-106 on sheet M1.11.1A.

**Suggestion:**

**Answer:**

[Click here](#) to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

Note: Please ensure that you leave "16055106MG RFI TAFT-00039" in the subject line of all emails you send related to this RFI. Replies must be above the original message. Attachments will also be accepted.



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

TEC RFI 041

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood  
2200 Carnegie Court  
Oxnard, CA 93033

Project # 2241  
Tel: Fax:

TAFT ELECTRIC COMPANY

RFI #: 041 Date Created: 1/11/2017

RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

RFI Answered By: Owner RFI Number

Subject	Discipline	Category
Elevator HVAC Equipment	Electrical	

Cost Impact	Amount	Sched Impact	Days	Dwg Impact
Yes		Not Sure		Not Sure

Cost Impact Comments	Sched Impact Comments	Dwg Impact Comments

Cc: Company Name	Contact Name	Copies	Notes

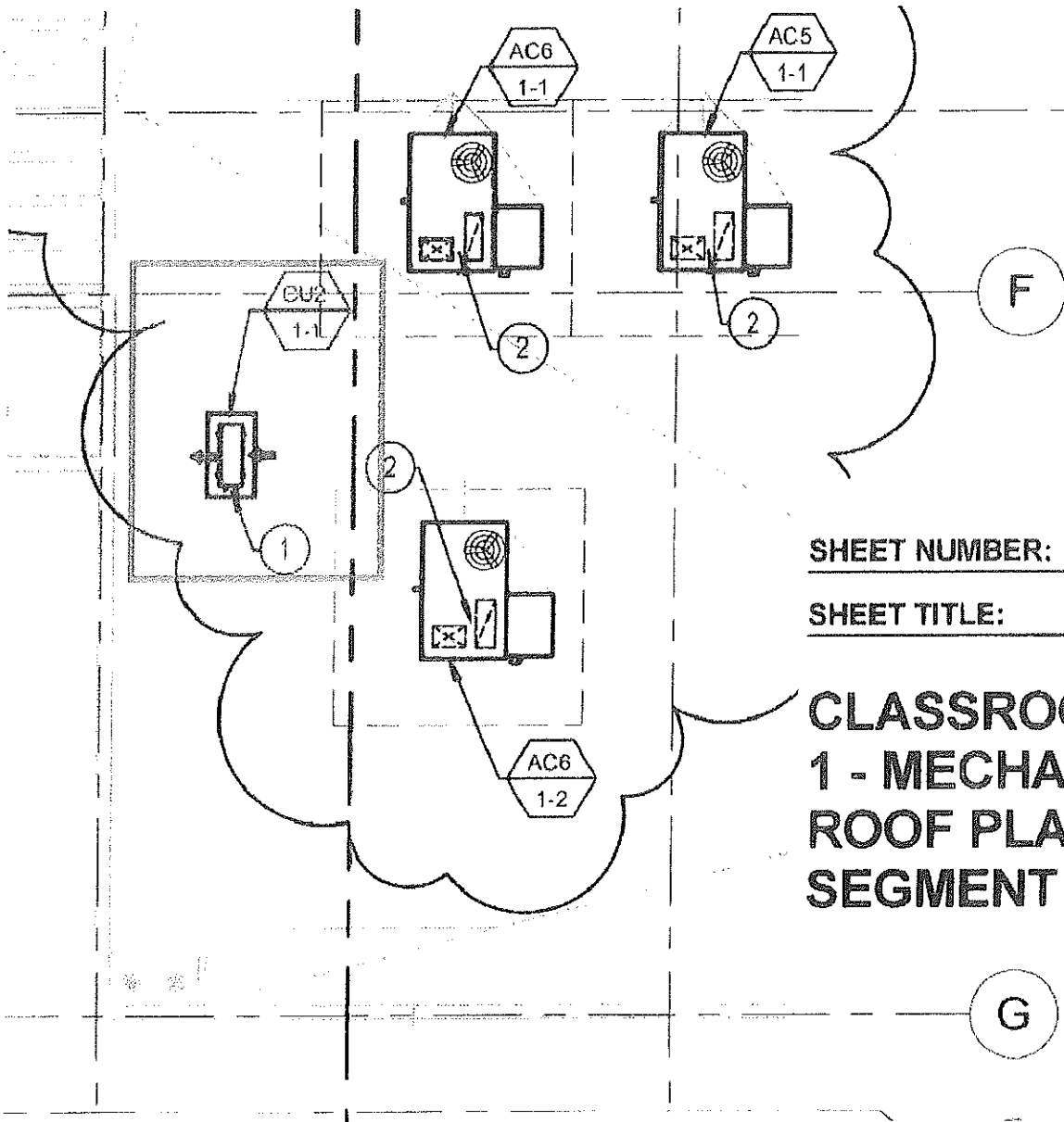
Question Date Required: 1/18/2017

Condensing Unit CU2-1-1 is not shown on the classroom roof plan E1-4.1.A or in the panel schedules on E5-7. However, it is shown on the mechanical roof plan M1-11.3.A and Condensing Unit Schedule on M0-0.3. The associated fan coil unit FC2-1-1 is shown in room 1-106 on sheet M1.11.1A.

We recommend feeding Condensing Unit CU2-1-1 from a 2 pole 20 amp breaker to be added to Panel CL7 26,28 on E5-7. Please advise.

Suggestion

Answer Date Answered:



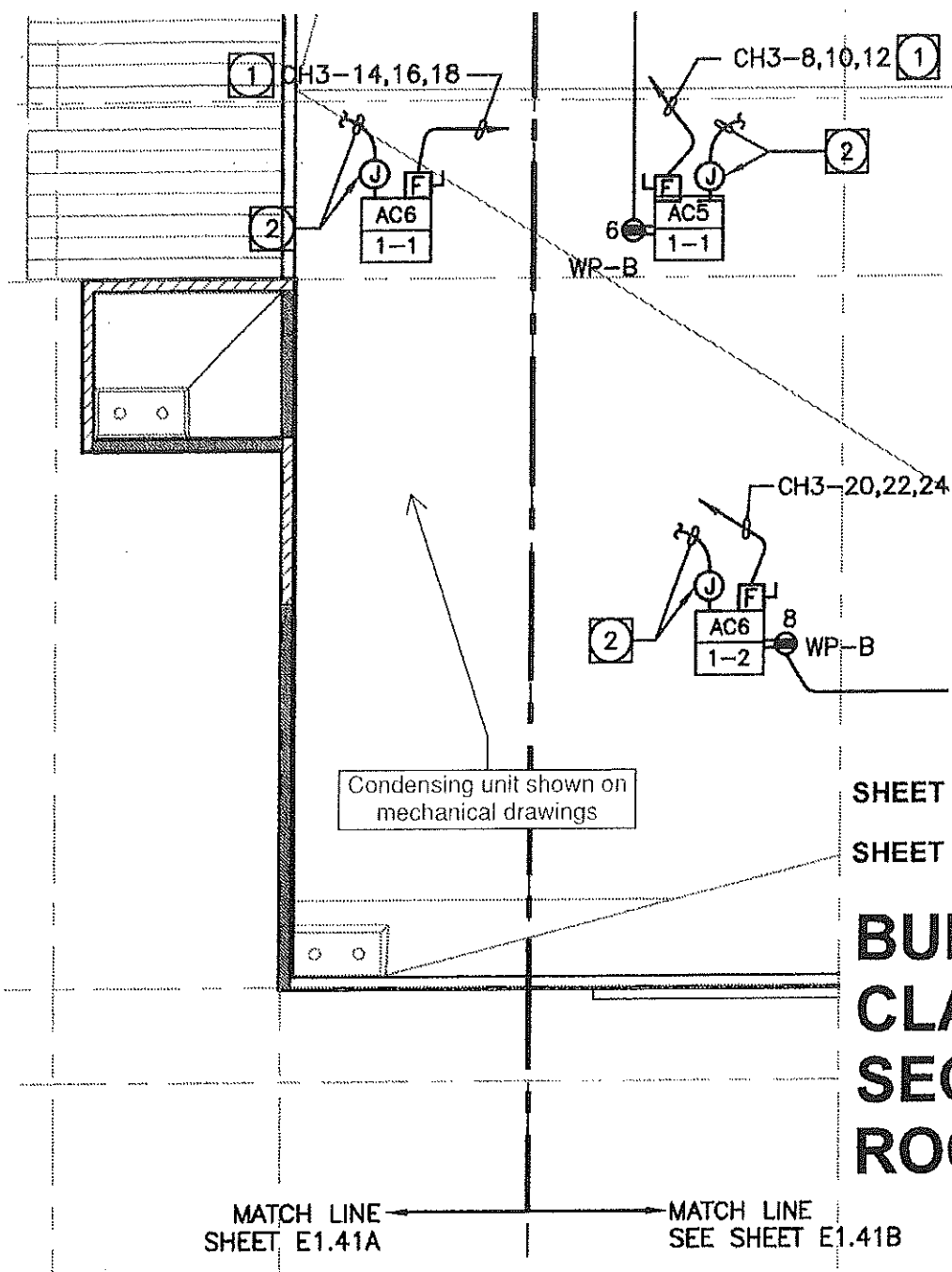
SHEET NUMBER: **M1-11.3.A**

SHEET TITLE:

**CLASSROOM - BLDG.  
1 - MECHANICAL  
ROOF PLAN -  
SEGMENT A**

**CONDENSING UNIT SCHEDULE**

SYM	MFR & MODEL #	AREA SERVICED	COOLING CAPACITY	SEER/ EER	ELECTRICAL						WT (LBS)	REMARKS
					V	PH	HZ	TOTAL INPUT (W)	MCA	MOCP		
CU1 1-1	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH FC1/1-1
CU2 1-1	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH FC2/1-1
CU1 1-2	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH FC1/1-2
CU1 2	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH FC1/2
CU2 2	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH FC2/2
CU3 2	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH FC2/2
CU1 3	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH F1/3
CU2 3	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH FC2/3
CU1 4	mitsubishi PUY-A18NHA4	-	18,000	15.3/ 8.0	208	1	60	2,150	13.0	20	100	1, 2, 3, 4, 5 INTERLOCK WITH FC1/4



SHEET NUMBER: **E1-4.1.A**

SHEET TITLE: \_\_\_\_\_

**BUILDING 1  
CLASSROOMS  
SEGMENT A  
ROOF PLAN**

MATCH LINE  
SHEET E1.41A

MATCH LINE  
SEE SHEET E1.41B



PANEL CL7

MOUNTING	<u>SURFACE</u>	DOUBLE LUG	<u>NO</u>	VOLTS	<u>120/208</u>	MAIN	<u>M.L.O.</u>
NEMA 3R	<u>NO</u>	200% NEUTRAL	<u>NO</u>	PHASE	<u>3</u>	BUS	<u>225A</u>
FEED THRU	<u>NO</u>	1/8 BUS	<u>NO</u>	WIRE	<u>4</u>	A.I.C.	<u>30,000</u>

NOTES	LOCATION				L T G	C O N T V	K I T C P	R I S C	M I S C	B K R	C I R C	C I R C	B K R	M I S C	R I S C	K I T C P	C O N T V	L T G				LOCATION
		A	B	C															A	B	C	
	SPARE									20/1	1	2	20/1	5				900				CORRIDOR/RR
	INTERCOM TERM. CAB.		1200							20/1	3	4	20/1						720			CORRIDOR/UNISEX RR
	IDF BACKBOARD			1200						20/1	5	6	20/2								1352	CU1-1-1
	IDF RACK	1200								20/1	7	8	-					1352				-
	INTRUSION TERM. CAB.		1200							20/1	9	10	20/2						1352			CU1-1-2
	ENERGY TERM. CAB.			1200						20/1	11	12	-								1352	-
	UPS POWER	2000								30/3	13	14	20/1					696				EF2-1
	---		2000							-	15	16	20/1						696			EF3-1
	---			2000						-	17	18	20/1							696		EF4-1
	RM 1-217 HAND DRYER	1000						1		20/1	19	20	20/1					696				EF1-1
	RM 1-217 HAND DRYER		1000					1		20/1	21	22	20/1	1					500			FC1-1 CONDENSATE PUMP
	RM 1-216 HAND DRYER			1000				1		20/1	23	24	20/1	1							500	FC1-2 CONDENSATE PUMP
	RM 1-216 HAND DRYER	1000						1		20/1	25	26	20/2									CU2-1-1
A/C	2ND FL SMOKE/FIRE DMPR		800					16		20/1	27	28	-									-
	2ND FL SMOKE/FIRE DMPR			750				15		20/1	29	30	20/1									SPARE
	SPARE									20/1	31	32	20/1									SPARE
	SPARE									20/1	33	34	20/1									SPARE
	SPARE									20/1	35	36	20/1									SPACE
	SPACE										37	38										SPACE
	SPACE										39	40										SPACE
	SPACE										41	42										SPACE
		A= 8844			B= 9468			C= 10050														
TOTAL VA=		28362	W/LCL=	28362	AMPS=			79	TOTAL LCL=			0 X 25 =			0							
HIGH PHASE VA=		10050	W/LCL=	10050	HIGH PHASE AMPS=			84	HIGH PHASE LCL=			0 X 25 =			0							

add 20/2 Breaker for CU2-1-1

SHEET NUMBER: **E5.7**

SHEET TITLE: \_\_\_\_\_

**PANEL SCHEDULES**



March 13, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0171 Power requirements per Bulletin 24

*4/17/17*  
*Design error*  
*No Power to unit*  
*MA*  
*OCA*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Furnish and install all labor, conduit, wire, switches, and control devices as described in Bulletin 24

Phase	Category	Description	Subcontractor	Quote
260010	71140	Furnish and install all labor, conduit, wire, switches, and control devices as described in Bulletin 24	TAFT ELECTRIC COMPANY	3,546.00
			<b>Subtotal</b>	<b>3,546.00</b>
007480	71160	Subguard	1.15%	40.78
007410	71160	Builders Risk	0.6%	21.52
007420	71160	General Insurance	1.15%	41.25
007510	71160	P&P Bond	1%	35.46
991000	79999	Change Order Fee	5%	182.48
			<b>Markup Subtotal</b>	<b>321.49</b>
			<b>PCI Total</b>	<b>3,867.49</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,867.49**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*ROL FOR LTB*  
*4/17/17*  
*[Signature]*

*MA - 4/17/17*



---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

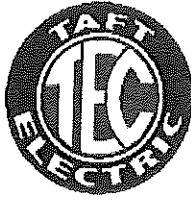
Bill Gray  
PM  
Date: \_\_\_\_\_

3/13/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

## Change Order Request

Detailed, Grouped by Each Number

**2241 Lemonwood**  
2200 Carnegie Court  
Oxnard, CA 93033

**Project # 2241**  
Tel: Fax:

**TAFT ELECTRIC COMPANY**

**Change Order Request: 035**

**Date: 2/9/2017**

**To:** Bill Gray  
Swinerton Builders  
865 S. Figueroa Street  
Los Angeles, CA 90017

**From:** Matt Gobuty  
TAFT ELECTRIC COMPANY  
P.O. Box 3416  
Ventura, CA 93006

Description	Category	Status
Bulletin 34 CU3-2 MAU		Submitted

Reference	Required By	Days Req	Amt Req
Bulletin 24	2/16/2017	0	3,546

### Notes

We are submitting the above cost to provide a feeder to bring power to HVAC units CU3-2and FC3-2 serving the MPR Communications Room 2-105. See Bulletin 24

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty  
Project Manager  
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
<b>Description</b>		<b>Notes</b>				

Approved By:

Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_



Job ID: 2241 LEMONWOOD COR  
 Project: 2241 Lemonwood COR



**Takeoff**

Vendor: COST Labor Level: TAFT 9 Feb 2017 8:36:29

Region: COR 035 MPR CU3-2

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				GL1 -> CU2-1-1 (2)#10 + (1)#12 - 40'				
180826	1	EA	M	20/2	BOLT-ON BREAKER	179.7800	179.78	0.3150	0.31
500154	1	EA	M	3/4	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.3300	0.33
10047	40	FT	M	3/4	EMT	1.1187	44.75	0.0350	1.40
30147	4	EA	M	3/4	EMT STEEL-COMP COUPLING RT	1.1379	4.55	0.0360	0.14
30247	2	EA	M	3/4	EMT STEEL COMP INS-THROAT CONN RT	1.0729	2.15	0.0360	0.07
60	7	M			CONDUIT SUPPORT 1/2"-1"	5.8000	40.60	0.2000	1.40
10003	6	FT	M	1 1/4	GRC	6.7090	40.25	0.0600	0.36
59	1	M	M	1-1/4	GRC CAP	13.7980	13.80	0.1200	0.12
240001	2	FT	M	1 5/8" x 7/8"H	U-STRUT SGL-CHNL 12G STD GRN	2.8106	5.62	0.0800	0.16
160457	4	EA	M	1/4 x 1 1/4"	LAG BOLT	0.1319	0.53	0.0300	0.12
160186	4	EA	M	1/4 x 1 1/4"	FENDER WASHER (PLT)	0.0510	0.20	0.0010	0.00
240047	2	EA	M	1 1/4	GRC STRUT CLAMP GALV	0.9826	1.97	0.0290	0.06
220135	1	EA	M	30/2 SN	F/HD/240V N-3R RT SAFETY-SW	243.8005	243.80	1.0000	1.00
230068	2	EA	M	20 AMP	RK5 TIME DELAY 250V FUSE	4.8455	9.69	0.0200	0.04
240001	2	FT	M	1 5/8" x 7/8"H	U-STRUT SGL-CHNL 12G STD GRN	2.8106	5.62	0.0800	0.16
160186	4	EA	M	1/4 x 1 1/4"	FENDER WASHER (PLT)	0.0510	0.20	0.0010	0.00
240047	2	EA	M	1 1/4	GRC STRUT CLAMP GALV	0.9826	1.97	0.0290	0.06
160044	2	EA	M	1 1/4	U-BOLT HANGERS	5.8243	11.65	0.2500	0.50
160412	4	EA	M	1/4-20	HEX NUTS (PLT)	0.0332	0.13	0.0200	0.08
70030	100	FT	M	10	THHN/THWN CU (SOL)	0.2084	20.84	0.0045	0.45
70029	50	FT	M	12	THHN/THWN CU (SOL)	0.1332	6.66	0.0040	0.20
100153	4	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.0350	0.14
100152	2	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.0300	0.06
TITLE	3	M	M	3/4	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50074	18	FT	M	3/4	LIQUIDTITE CONDUIT	1.3860	24.95	0.0350	0.63
50085	3	EA	M	3/4	LIQUIDTITE ANGLE CONNECTOR	4.9413	14.82	0.1512	0.45

Taft Electric Company  
 1594 Eastman Avenue  
 Ventura, CA 93003  
 Phone: 805-642-0121  
 Web: www.taft-electric.com

Region: COR 035 MPR CU3-2

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
50096	3	EA	M	3/4	LIQUIDTITE STRAIGHT CONNECTOR	2.7152	8.15	0.1260	0.38
40208	6	EA	M	3/4	GRD BUSHING INSULATED	6.6672	40.00	0.2300	1.38
	0				<b>CU3-2 -&gt; FC3-2 PWR + SIGNAL 40'</b>				
10001	12	FT	M	3/4	GRC	3.2313	38.78	0.0450	0.54
240045	4	EA	M	3/4	GRC STRUT CLAMP GALV	0.7771	3.11	0.0250	0.10
30356	2	EA	M	3/4	GRC LB CONDUIT BODY	9.7635	19.53	0.3500	0.70
30661	2	EA	M	3/4	CONDUIT BODY GASKET	3.2242	6.45	0.0200	0.04
40128	2	EA	M	3/4	SEALING LOCKNUT	1.2586	2.52	0.0560	0.11
30001	2	EA	M	3/4	GRC COUPLING	1.8090	3.62	0.0120	0.02
10047	40	FT	M	3/4	EMT	1.1187	44.75	0.0350	1.40
30147	4	EA	M	3/4	EMT STEEL-COMP COUPLING RT	1.1379	4.55	0.0360	0.14
30247	2	EA	M	3/4	EMT STEEL COMP INS-THROAT CONN RT	1.0729	2.15	0.0360	0.07
60	7	M			CONDUIT SUPPORT 1/2"-1"	5.8000	40.60	0.2000	1.40
70030	100	FT	M	10	THHN/THWN CU (SOL)	0.2084	20.84	0.0045	0.45
70029	50	FT	M	12	THHN/THWN CU (SOL)	0.1332	6.66	0.0040	0.20
100153	4	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.0350	0.14
100152	2	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.0300	0.06
220030	1	EA	M	30/2 SN	F/H/D/240V N-1 SAFETY-SW	130.4071	130.41	1.0000	1.00
230068	2	EA	M	20 AMP	RK5 TIME DELAY 250V FUSE	4.8455	9.69	0.0200	0.04
TITLE	1		M	3/4	FLEXIBLE STEEL CONDUIT	0.0000	0.00	0.0000	0.00
50002	3	FT	M	3/4	FLEXIBLE STEEL CONDUIT	0.6733	2.02	0.0350	0.11
50024	1	EA	M	3/4	FLEX COND ANGLE CONN	3.9760	3.98	0.1176	0.12
50035	1	EA	M	3/4	FLEX COND STRAIGHT CONN	1.3900	1.39	0.0980	0.10
40208	2	EA	M	3/4	GRD BUSHING INSULATED	6.6672	13.33	0.2300	0.46
	0				<b>FC3-2 TO CONDENSATE PUMP</b>				
10046	20	FT	M	1/2	EMT	0.7145	14.29	0.0300	0.60
30236	2	EA	M	1/2	EMT STEEL COMP IN-THROAT CONN	2.1684	4.34	0.0320	0.06
30146	2	EA	M	1/2	EMT STEEL-COMP COUPLING RT	0.8638	1.73	0.0320	0.06
60	4	M			CONDUIT SUPPORT 1/2"-1"	5.8000	23.20	0.2000	0.80
70029	70	FT	M	12	THHN/THWN CU (SOL)	0.1332	9.32	0.0040	0.28
100152	6	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.0300	0.18
TITLE	1		M	1-1/2	BOX 4S 1 GANG	0.8000	0.00	0.0000	0.00
150006	1	EA	M	1-1/2"D 21.0-CI	4"SQ CMB- KO NO BRKT	3.3919	3.39	0.1200	0.12
160721	1	EA	M	16"	WALL BOX HANGER + BRACKET	6.9152	6.92	0.0300	0.03
160572	6	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0000	0.00

1694 Eschman Avenue  
 Ventura, CA 93003  
 Phone: 805-642-0121  
 Web: www.taftelectric.com

Tafte Electric Company

Region: COR 035 MPR CU3-2

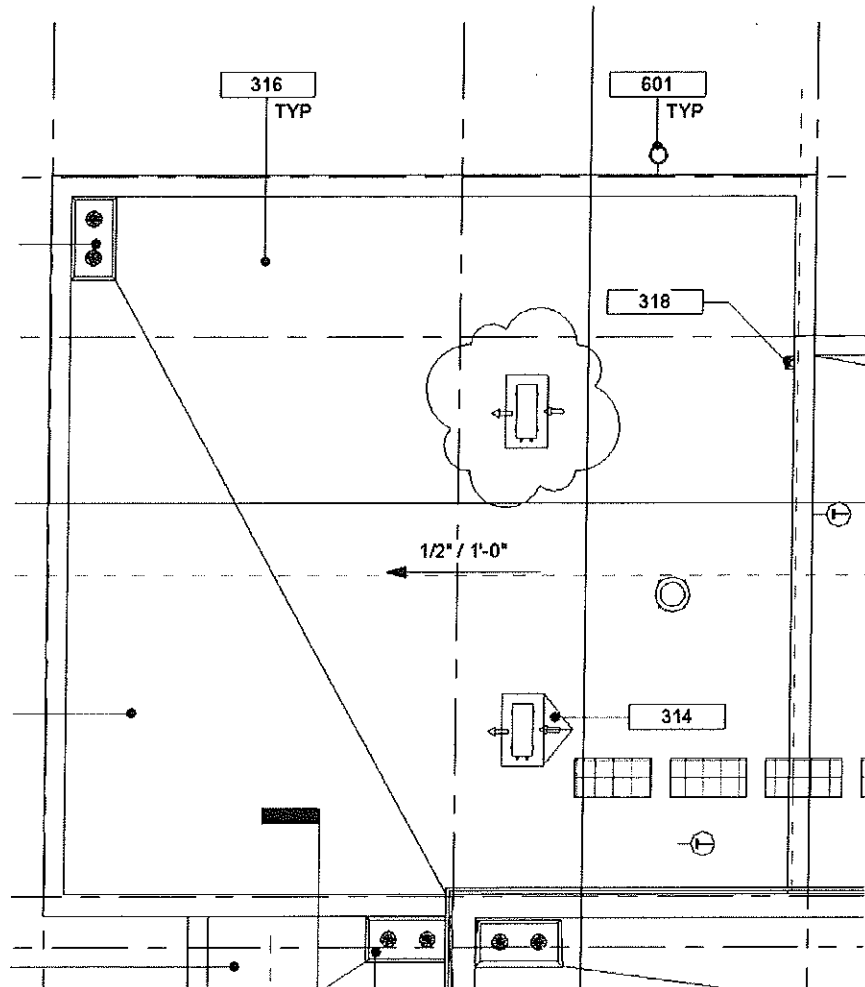
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
100080	1	EA	M	#14	PIGTAIL W/GRD SCREW	0.5760	0.58	0.0200	0.02
100269	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0050	0.01
150094	1	EA	M	1/2"D 7.3-Cl	4"SQ 1-SW RAISED CVR	1.7382	1.74	0.0500	0.05
140272	1	EA	M	20A	1P TOGGLE SPECIFICATION -GRADE	13.2024	13.20	0.1800	0.18
TITLE	1	M	M	1/2	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50073	3	FT	M	1/2	LIQUIDTITE CONDUIT	1.0485	3.15	0.0280	0.08
50084	1	EA	M	1/2	LIQUIDTITE ANGLE CONNECTOR	3.1856	3.19	0.1260	0.13
50095	1	EA	M	1/2	LIQUIDTITE STRAIGHT CONNECTOR	1.8822	1.88	0.1050	0.11
40207	2	EA	M	1/2	GRD BUSHING INSULATED	5.8391	11.68	0.2000	0.40
<b>Phase Totals:</b>							<b>1,175.74</b>		<b>20.33</b>
<b>Job Totals:</b>							<b>1,175.74</b>		<b>20.33</b>

Jeff Electric Company

1594 Essman Avenue  
Ventura, CA 93003

Phone: 805-842-0121  
Web: www.jeftelectric.com





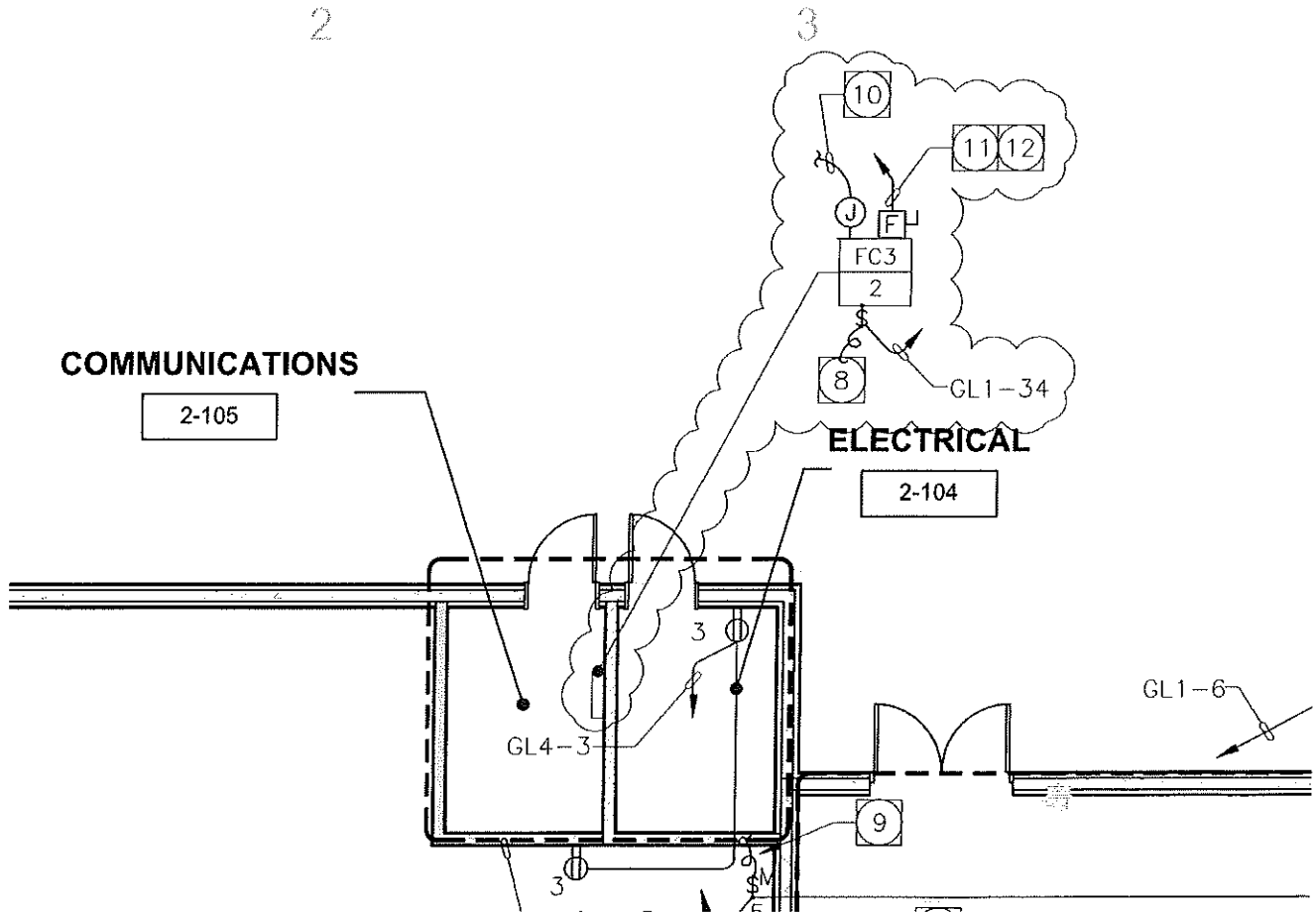
DESCRIPTION: <b>ADDED CU-3 FROM ADD#1</b>	
PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>	
PROJECT NUMBER: <b>1340121</b>	

DRAWING REFERENCE: <b>A2-11.2</b>
ISSUE REFERENCE: <b>BULLETIN #24</b>

ASK #: <b>SKA-1</b>
DATE
SCALE
DRAWN BY Author

## MOTORIZED EQUIPMENT SCHEDULE

ITEM	DESCRIPTION	EQUIPMENT RATING						DISC. SW. SIZE STARTER SIZE	CIRCUIT DATA CONDUIT - WIRE	SPECIFIC NOTES
		VOLTS	PH.	HP	FLA	MCA	MOCP			
FC3 2	FAN COIL UNIT	208	1	-	30W	-	-	30AS, 2P	3/4" C-2#12, 1#12G.	A



**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



DESCRIPTION:  
**BUILDING 2 MPR GYM - POWER PLAN**

DRAWING  
REFERENCE:  
**E2-2.1**

BULLETIN #:  
**24**

PROJECT NAME:  
**LEMONWOOD K-8 RECONSTRUCTION**

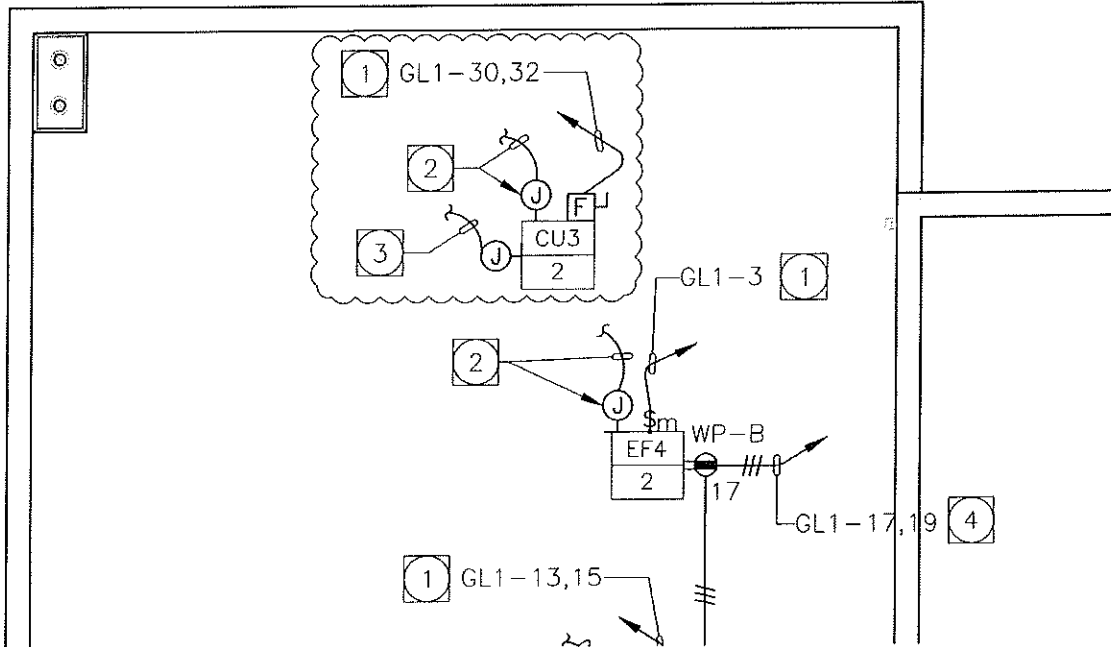
ISSUE  
REFERENCE:  
**SKE-1**

DATE  
08-19-2016  
SCALE  
1/8"=1'-0"  
DRAWN BY  
tk1sc

PROJECT NUMBER:  
**1340121**

# MOTORIZED EQUIPMENT SCHEDULE

ITEM	DESCRIPTION	EQUIPMENT RATING						DISC. SW. SIZE STARTER SIZE	CIRCUIT DATA CONDUIT - WIRE	SPECIFIC NOTES
		VOLTS	PH.	HP	FLA	MCA	MOCSP			
CU3 2	MAKE-UP AIR UNIT	208	1	-	-	13	20	30AS. 2P	3/4"C-2#10, 1#12G.	A



**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



DESCRIPTION: <b>BUILDING 2 MPR GYM - ROOF PLAN</b>	DRAWING REFERENCE: <b>E2-4.1</b>	BULLETIN #: <b>24</b>
PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>	ISSUE REFERENCE: <b>SKE-2</b>	DATE: 08-19-2016 SCALE: 1/8"=1'-0" DRAWN BY: tk1sc
PROJECT NUMBER: 1340121		

PANEL GL1																						
MOUNTING		SURFACE			DOUBLE LUG			NO			VOLTS			120/208			MAIN			M.L.O.		
NEMA 3R		NO			200% NEUTRAL			NO			PHASE			3			BUS			225A		
FEED THRU		NO			VG BUS			NO			WIRE			4			A.I.C.			30,000		
NOTES	LOCATION	A	B	C	L T G	C O N V	R E C P	M I S C	B K R	C I R C	C I R C	B K R	M I S C	R E C P	K I N V	L T G	A	B	C	LOCATION	NOTES	
	EF5-2	528						1	20/1	1		2	20/1								SPARE	
	EF4-2		696					1	20/1	3		4	20/1								SPARE	
	EF3-2			528				1	20/1	5		6	20/1	6						1080	EXT. BLDG RECEPT	
	EF2-2	696						1	20/1	7		8	20/1	1	2		800				RR REC/DRINKING FTN	
	EF6-2		1656					1	20/1	9		10	20/1	1				1200			HAND DRYER	B
	EF1-2			696				1	20/1	11		12	20/1	1						1200	HAND DRYER	B
	CU1-2	1352			-				20/2	13		14	20/1				1200				BACKSTOP MOTORS	
			1352		-				-	15		16	20/1					1200			BACKSTOP MOTORS	
	HVAC ROOF RECEPT.			900			5		20/1	17		18	20/1	2						360	GYM/MPR RECPT	
	HVAC ROOF RECEPT.	900					5		20/1	19		20	20/1	2			360				GYM/MPR RECPT	
B	HAND DRYER		1200				1		20/1	21		22	20/1	1						500	FC1-2 CONDENSATE PUMP	
B	HAND DRYER			1200			1		20/1	23		24	20/1	1						500	FC2-2 CONDENSATE PUMP	
	RESTROOM RECPT.	720					4		20/1	25		26	20/2	1			1352				CU2-2	
	MPR/GYM RECEPT		1260				7		20/1	27		28								1352		
	MPR/GYM RECEPT			1260			7		20/1	29		30	20/2	1						1352		CU3-2
	SPARE								20/1	31		32					1352					
	SPARE								20/1	33		34	20/1	1				500			FC3-2 CONDENSATE PUMP	
	SPACE									35		36	20/1								SPACE	
	SPACE									37		38									SPACE	
	SPACE									39		40									SPACE	
	SPACE									41		42									SPACE	
		A= 9260			B= 10916			C= 9076														
TOTAL VA=		29252	W/LCL= 29928		AMPS= 83			TOTAL LCL=			2704 X .25 = 676											
HIGH PHASE VA=		10916	W/LCL= 11254		HIGH PHASE AMPS= 94			HIGH PHASE LCL=			1352 X .25 = 338											

**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



	DESCRIPTION: <b>PANEL SCHEDULES</b>	DRAWING REFERENCE: <b>E5.9</b>	BULLETIN #: <b>24</b>
	PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>	ISSUE REFERENCE: <b>SKE-3</b>	DATE: 08-19-2016
	PROJECT NUMBER: 1340121		SCALE: N.T.S.
			DRAWN BY: tk1sc



March 17, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0174 RFI 071 Fan Coil condensate drain lines

*4/17/17  
 Classroom  
 MPR + Admin.  
 OCA.  
 MH*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Furnish and install condensate drain lines from Fan Coil units located in the following rooms; 1-223, 1-131, 2-112, 3-131, and 3-114.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Furnish and install condensate drain lines from Fan Coil units located in the following rooms; 1-223, 1-131, 2-112, 3-131, and 3-114.	CITY COMMERCIAL PLUMBING, INC.	10,615.00 ✓
			<b>Subtotal</b>	<b>10,615.00</b>
007480	71160	Subguard	1.15%	122.07
007410	71160	Builders Risk	0.6%	64.42
007420	71160	General Insurance	1.15%	123.48
007510	71160	P&P Bond	1%	106.15
991000	79999	Change Order Fee	5%	546.25
			<b>Markup Subtotal</b>	<b>962.37</b>
			<b>PCI Total</b>	<b>11,577.37</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **11,577.37.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

*MH - 4/17/17*  
*RFI for 4/17/17*  
*WPA 4/10/17*



X  We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

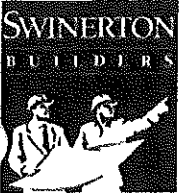
Bill Gray  
PM  
Date: \_\_\_\_\_

3/17/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00071

---

To:	SVA ARCHITECTS, INC.	RFI Date:	08/04/2016
Attention:	Tom Bardwell	Date Due:	08/09/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dwayne Torres	Priority:	High
		Schedule/Activity ID:	
		Document Reference:	M1-11.A
		Spec Section:	
		Status:	Accepted

Subject: No design for condensate drains from HVAC interior fancoil units.

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

In Building 1, there appear to be several HVAC interior fancoil units in IDF, Electrical and Elevator machine rooms. There is no condensate drain piping from these locations shown. Do these units require condensate drains and possibly condensate drain pumps in order to route condensate drainage to adjacent fixtures? If so, please provide design for these condensate drains, including sizing and routing and verify if adjacent fixtures are adequate to use for condensate drainage or if additional floor sinks are required. This issue is present in all buildings.

Modified question:

In Building 1, there appear to be several HVAC interior fancoil units in IDF, Electrical and Elevator machine rooms. There is no condensate drain piping from these locations shown. Do these units require condensate drains and possibly condensate drain pumps in order to route condensate drainage to adjacent fixtures? If so, please provide design for these condensate drains, including sizing and routing and verify if adjacent fixtures are adequate to use for condensate drainage or if additional floor sinks are required. This issue is present in all buildings.

---

**SUGGESTION:**

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

---

**ANSWER:**

Answered By: Nalani Scanlon

Date of Response: 12/05/2016

All fan coil units come with condensate pumps and are specified on sheet M0-0.3. Route 1/2" pumped condensate from FC unit in room 1-131 to SS-1 in room 1-133. Route 1/2" pump condensate drain from FC unit in room 1-106 to sink tail piece in same room.

---

**ATTACHMENTS:**

LEMONWOOD K-8\_CCP\_RFI016  
RFI 71 sketches



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00071R1

---

To:	SVA ARCHITECTS, INC.	RFI Date:	10/10/2016
Attention:	Tom Bardwell	Date Due:	08/09/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Gary Ikari	Priority:	High
		Schedule/Activity ID:	
		Document Reference:	M1-11.A
		Spec Section:	
		Status:	Accepted

Subject: No design for condensate drains from HVAC interior fancoil units.

---

### INFORMATION REQUESTED:

Requested By: Nalani Scanlon

In Building 1, there appear to be several HVAC interior fancoil units in IDF, Electrical and Elevator machine rooms. There is no condensate drain piping from these locations shown. Do these units require condensate drains and possibly condensate drain pumps in order to route condensate drainage to adjacent fixtures? If so, please provide design for these condensate drains, including sizing and routing and verify if adjacent fixtures are adequate to use for condensate drainage or if additional floor sinks are required. This issue is present in all buildings.

---

### SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

The RFI answer calls for "pumped" condensate drains for some of the fan coil units. Do the fancoil units come with integral pumps? If not, please specify make and model for these condensate pumps. The newly uploaded attachment "Plumbing Sketches" does not address the additional 4 Fan coil units, sketches of which I attached. Please look at all attachments and address whether condensate drains are required for these fan coil units or not.

---

### ANSWER:

Answered By: Tom Bardwell

Date of Response: 11/30/2016

All fan coil units come with condensate pumps and are specified on sheet M0-0.3. Route 1/2" pumped condensate from FC unit in room 1-131 to SS-1 in room 1-133. Route 1/2" pump condensate drain from FC unit in room 1-106 to sink tail piece in same room.

---

### ATTACHMENTS:

LEMONWOOD K-8\_CCP\_RFI016  
RFI 71 sketches





2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00071R2

---

To:	SVA ARCHITECTS, INC.	RFI Date:	01/09/2017
Attention:	Tom Bardwell	Date Due:	08/09/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	High
	Christopher Barbato	Schedule/Activity ID:	
	Jeff Walker	Document Reference:	M1-11.A
		Spec Section:	
		Status:	Accepted

Subject: Condensate Drains From HVAC Interior Fancoil Units in Bldg. 4.

---

### INFORMATION REQUESTED:

Requested By: Nalani Scanlon

In Bldg. 4; there appear to be several HVAC interior fancoil units in IDF, Electrical and Elevator machine rooms. There is no condensate drain piping from these locations shown. Do these units require condensate drains and possibly condensate drain pumps in order to route condensate drainage to adjacent fixtures? RFI 071RFI answer calls for "pumped" condensate drains for some of the fan coil units.

---

### SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Provide design for these condensate drains, including sizing and routing and verify if adjacent fixtures are adequate to use for condensate drainage or if additional floor sinks are required in this bldg.

---

### ANSWER:

Answered By: Tom Bardwell

Date of Response: 01/30/2017

Building 4: there is only one fan coil (FC 1-4) located in Signal Room 4-113. Per sheet M0.03 this unit is provided with a condensate pump. Route 1/2" pumped condensate drain to Equip. Storage 4-124 and spill into SS-1.

---

### ATTACHMENTS:

LEMONWOOD K-8\_CCP\_RFI016  
RFI 71 sketches  
RFI 71R2 sketch



**CITY COMMERCIAL PLUMBING, INC.**  
**Plumbing Contractors and Consultants**

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

**EXTRA WORK ORDER SUBMITTAL**

March 16, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#15

**DESCRIPTION:** RFI#71 - ADDED CONDENSATE DRAIN LINES FROM FANCOIL UNITS.

**EXCLUDES:** CONDENSATE PUMP (S).

**TOTAL COST: \$10,615.00** ✓

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 3 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,  
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

Enclosures

**CITY COMMERCIAL PLUMBING, INC.**

16106 COHASSET STREET  
 VAN NUYS, CA 91406  
 (818) 785-1145

**CONTRACTOR:** SWINERTON BUILDERS  
 17731 MITCHELL NORTH, SUITE 200  
 IRVINE, CA 92614

**JOB NAME:** LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562

**CHANGE ORDER NO. 15**

RE: RFI#71 ADDED CD LINES FROM FANCOIL UNITS

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	63.87	5,581.60
<b>TOTAL LABOR:</b>			<b>5,994.56</b> ✓
<b>OTHER EXPENSE:</b>			
ZOLNAY INSULATION			1,457.37
<b>TOTAL OTHER EXP.:</b>			<b>1,457.37</b> ✓
OTHER EXPENSE:			1,457.37 ✓
MATERIAL TOTAL:			1,761.60 ✓
LABOR TOTAL:			5,994.56 ✓
SUBTOTAL:			9,213.53
OVERHEAD/PROFIT:		15.00%	1,382.03
SUBTOTAL:			10,595.56
TEXTURA FEES:		0.18%	19.07
SUBTOTAL:			10,614.63
			0.00
			10,614.63
<b>ROUND UP/DOWN:</b>			<b>\$10,615.00</b>

**NOTES:**  
 EXCLUDES THE CONDENSATE PUMP (S).

**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562  
 CHANGE ORDER NO. 15

RE: RFI#71 ADDED CD LINES FROM FANCOIL UNITS

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		ROOM 1-223		11.30		227.28
		ROOM 1-131		17.45		495.42
		ROOM 2-112		11.30		227.28
		ROOM 3-131 & 3-114		23.82		666.17
		INSULATION FOR ABOVE ROOMS (IN OTHER EXPENSE)				
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		2.00		
<i>5 Rooms</i>						
LABOR & MATERIAL TOTAL				67.87		1616.15
SALES TAX:					9.00%	145.45
<u>TOTAL MATERIAL COST:</u>						<u>1761.60</u>

JOB 1073 562CORS2: 562 - LEMON...  
 ESTIMATE 1 562CORS2: 562 - LEMON...  
 DATA SET 2 MECH DATABASE 03-03-17

COR#15, ROOM 1-223  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 3/16/2017 3:39:26 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 001: COR#15 - RFI#71, ROOM 1-223</b>								
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
3030002	COPPER KLM LEAD ...	1/2"	M-HARD TUBE	5	2.30	11.50	0.06	0.30
3030003	COPPER KLM LEAD ...	3/4"	M-HARD TUBE	30	3.73	111.90	0.06	1.80
3060002	COPPER KLM LEAD ...	1/2"	90 ELBOW CxC	2	1.89	3.78	0.14	0.28
3060003	COPPER KLM LEAD ...	3/4"	90 ELBOW CxC	5	4.20	21.00	0.17	0.85
3390001	COPPER KLM LEAD ...	Unsize	TESTING OF SYSTEM	1	Skip	0.00	2.00	2.00
3430001	COPPER KLM LEAD ...	3/4" x1/2"	ECCENTRIC RED. CPLG	1	5.80	5.80	0.42	0.42
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						153.98		5.65
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
59	HANGER-R.CLAMP-...		SAMMY ANCHORS WSG 25-380	5	1.40	7.00	0.40	2.00
49050008	HANGER-R.CLAMP-...	3"	SWIVEL LOOP HGR-GAL.	5	1.01	5.05	0.60	3.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						12.05		5.00
<b>Category : Category 085: FIBERGLASS INSUL.</b>								
85510007	FIBERGLASS INSUL.	3"	SADDLE-PROTECT 1"	5	12.25	61.25	0.13	0.65
Subtotals for Category : Category 085: FIBERGLASS INSUL.						61.25		0.65
Subtotals for Section : Section 001: COR#15 - RFI#71, ROOM 1-223						227.28		11.30
<b>Grand Totals</b>						<b>227.28</b>		<b>11.30</b>

JOB 1073 562CORS2: 562 - LEMON...  
 ESTIMATE 1 562CORS2: 562 - LEMON...  
 DATA SET 2 MECH DATABASE 03-03-17

COR#15, ROOM 1-131  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 3/16/2017 3:39:41 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 002: COR#15 - RFI#71, ROOM 1-131</b>								
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
3030002	COPPER KLM LEAD ...	1/2"	M-HARD TUBE	5	2.30	11.50	0.06	0.30
3030003	COPPER KLM LEAD ...	3/4"	M-HARD TUBE	60	3.73	223.80	0.06	3.60
3060002	COPPER KLM LEAD ...	1/2"	90 ELBOW CxC	2	1.89	3.78	0.14	0.28
3060003	COPPER KLM LEAD ...	3/4"	90 ELBOW CxC	4	4.20	16.80	0.17	0.68
3290001	COPPER KLM LEAD ...	Unsize	SOLDER LBS. LEADFREE	1	39.48	39.48	Skip	0.00
3300001	COPPER KLM LEAD ...	Unsize	PRESTOLITE--#2 CYL.	1	37.44	37.44	Skip	0.00
3390001	COPPER KLM LEAD ...	Unsize	TESTING OF SYSTEM	1	Skip	0.00	2.00	2.00
3430001	COPPER KLM LEAD ...	3/4" x1/2"	ECCENTRIC RED. CPLG	1	5.80	5.80	0.42	0.42
3590001	COPPER KLM LEAD ...	Unsize	EVERFLUX--2 OZ. CAN	1	9.75	9.75	Skip	0.00
3600001	COPPER KLM LEAD ...	Unsize	ABRASIVE CLOTH-25YD	1	15.13	15.13	Skip	0.00
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						363.48		7.28
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
59	HANGER-R.CLAMP-...		SAMMY ANCHORS WSG 25-380	9	1.40	12.60	0.40	3.60
49050008	HANGER-R.CLAMP-...	3"	SWIVEL LOOP HGR-GAL.	9	1.01	9.09	0.60	5.40
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						21.69		9.00
<b>Category : Category 085: FIBERGLASS INSUL.</b>								
85510007	FIBERGLASS INSUL.	3"	SADDLE-PROTECT 1"	9	12.25	110.25	0.13	1.17
Subtotals for Category : Category 085: FIBERGLASS INSUL.						110.25		1.17
Subtotals for Section : Section 002: COR#15 - RFI#71, ROOM 1-131						495.42		17.45
Grand Totals						495.42		17.45

JOB 1073 562CORS2: 562 - LEMON...  
 ESTIMATE 1 562CORS2: 562 - LEMON...  
 DATA SET 2 MECH DATABASE 03-03-17

COR#15, ROOM 2-112  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 3/16/2017 3:39:50 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 003: COR#15 - RFI#71, ROOM 2-112</b>								
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
3030002	COPPER KLM LEAD ...	1/2"	M-HARD TUBE	5	2.30	11.50	0.06	0.30
3030003	COPPER KLM LEAD ...	3/4"	M-HARD TUBE	30	3.73	111.90	0.06	1.80
3060002	COPPER KLM LEAD ...	1/2"	90 ELBOW CxC	2	1.89	3.78	0.14	0.28
3060003	COPPER KLM LEAD ...	3/4"	90 ELBOW CxC	5	4.20	21.00	0.17	0.85
3390001	COPPER KLM LEAD ...	Unsize	TESTING OF SYSTEM	1	Skip	0.00	2.00	2.00
3430001	COPPER KLM LEAD ...	3/4" x 1/2"	ECCENTRIC RED. CPLG	1	5.80	5.80	0.42	0.42
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						153.98		5.65
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
59	HANGER-R.CLAMP-...		SAMMY ANCHORS WSG 25-380	5	1.40	7.00	0.40	2.00
49050008	HANGER-R.CLAMP-...	3"	SWIVEL LOOP HGR-GAL.	5	1.01	5.05	0.60	3.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						12.05		5.00
<b>Category : Category 085: FIBERGLASS INSUL.</b>								
85510007	FIBERGLASS INSUL.	3"	SADDLE-PROTECT 1"	5	12.25	61.25	0.13	0.65
Subtotals for Category : Category 085: FIBERGLASS INSUL.						61.25		0.65
Subtotals for Section : Section 003: COR#15 - RFI#71, ROOM 2-112						227.28		11.30
<b>Grand Totals</b>						<b>227.28</b>		<b>11.30</b>

**JOB 1073** 562CORS2: 562 - LEMON...  
**ESTIMATE 1** 562CORS2: 562 - LEMON...  
**DATA SET 2** MECH DATABASE 03-03-17

COR#15, ROOM 3-131 & 3-114  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

**PRINTED** 3/16/2017 3:40:11 PM  
**MATERIAL** Primary  
**LABOR** Alternate

**NOTES**

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 004: COR#15 - RFI#71, ROOM 3-131 &amp; 3-114</b>								
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
3030002	COPPER KLM LEAD ...	1/2"	M-HARD TUBE	5	2.30	11.50	0.06	0.30
3030003	COPPER KLM LEAD ...	3/4"	M-HARD TUBE	60	3.73	223.80	0.06	3.60
3060002	COPPER KLM LEAD ...	1/2"	90 ELBOW CxC	4	1.89	7.56	0.14	0.56
3060003	COPPER KLM LEAD ...	3/4"	90 ELBOW CxC	8	4.20	33.60	0.17	1.36
3120003	COPPER KLM LEAD ...	3/4"	TEE	1	8.93	8.93	0.47	0.47
3290001	COPPER KLM LEAD ...	Unsize	SOLDER LBS. LEADFREE	1	39.48	39.48	Skip	0.00
3300001	COPPER KLM LEAD ...	Unsize	PRESTOLITE-#2 CYL.	1	37.44	37.44	Skip	0.00
3390001	COPPER KLM LEAD ...	Unsize	TESTING OF SYSTEM	1	Skip	0.00	2.00	2.00
3430001	COPPER KLM LEAD ...	3/4" x 1/2"	ECCENTRIC RED. CPLG	2	5.80	11.60	0.42	0.84
3590001	COPPER KLM LEAD ...	Unsize	EVERFLUX-2 OZ. CAN	1	9.75	9.75	Skip	0.00
3600001	COPPER KLM LEAD ...	Unsize	ABRASIVE CLOTH-25YD	1	15.13	15.13	Skip	0.00
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						398.79		9.13
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
59	HANGER-R.CLAMP-...		SAMMY ANCHORS WSG 25-380	13	1.40	18.20	0.40	5.20
49050008	HANGER-R.CLAMP-...	3"	SWIVEL LOOP HGR-GAL.	13	1.01	13.13	0.60	7.80
49380002	HANGER-R.CLAMP-...	3/8"	ALL THREAD ROD	40	1.08	43.20	Skip	0.00
49400002	HANGER-R.CLAMP-...	3/8"	HEX NUTS	32	0.79	25.28	Skip	0.00
49410002	HANGER-R.CLAMP-...	3/8"	WASHER--FLAT--ROUND	32	0.26	8.32	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						108.13		13.00
<b>Category : Category 085: FIBERGLASS INSUL.</b>								
85510007	FIBERGLASS INSUL.	3"	SADDLE-PROTECT 1"	13	12.25	159.25	0.13	1.69
Subtotals for Category : Category 085: FIBERGLASS INSUL.						159.25		1.69
Subtotals for Section : Section 004: COR#15 - RFI#71, ROOM 3-131 & 3-114						666.17		23.82
<b>Grand Totals</b>						666.17		23.82



# Zolnay Insulation, Inc.

918 N. Batavia Orange, CA 92867

CL # 881565 SBE # 1344640

Phone: 714-912-4683 Fax: 714-912-4926

## Change Order Proposal

March 16, 2017

City Commercial Plumbing

Attn: Cindy

Subject: Lemonwood Elementary School - CCP COR#15

We propose to furnish and install Thermal Insulation on the subject project as Follows:

### Scope:

- Added Pipe Insulation

Labor: 8 hours @ 81.66	\$ 653.28
Material:	\$ 614.00
Mark up 15%	\$ 190.09
Total	\$ 1,457.37 ✓

### Exclusions:

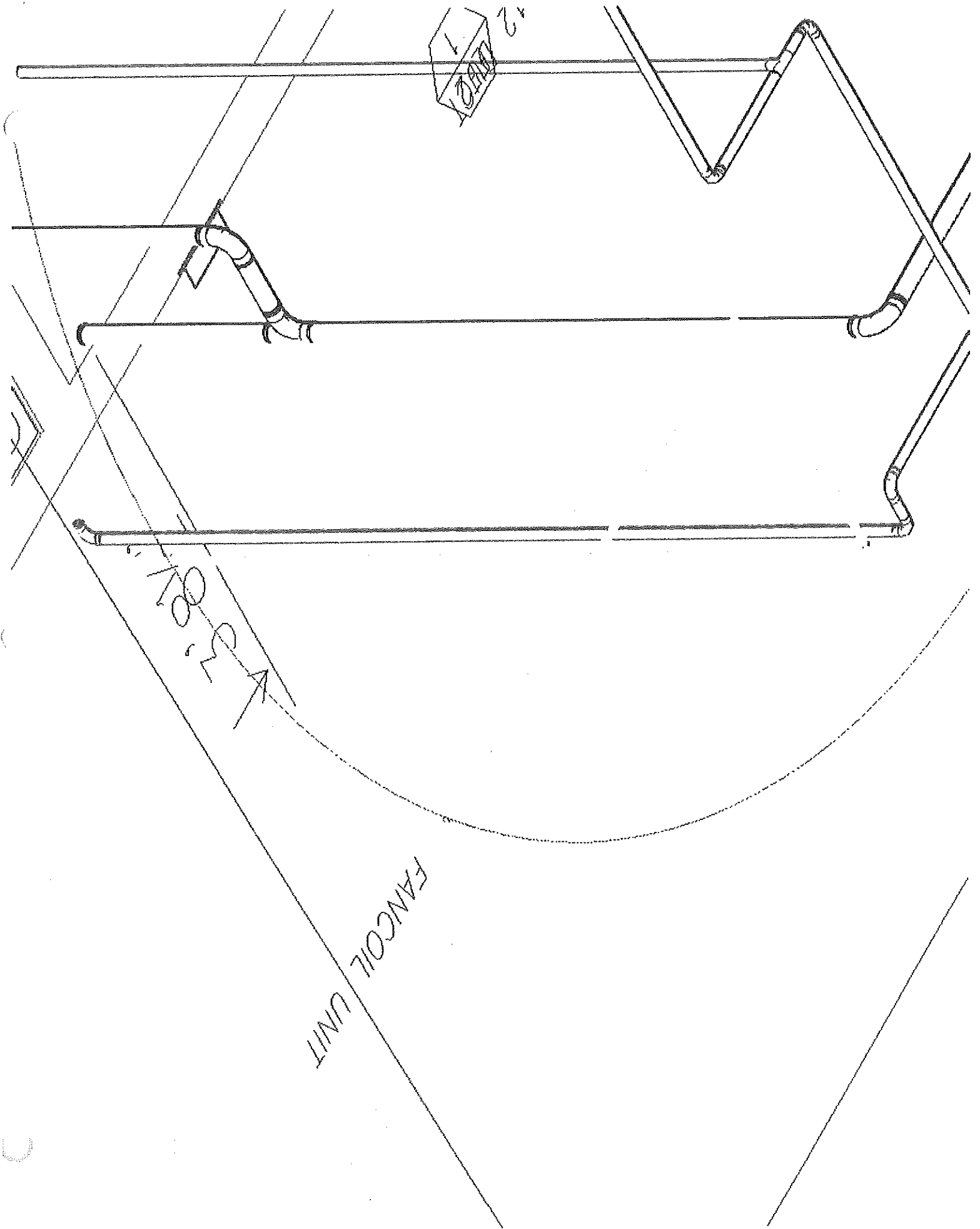
Overtime, Man lifts, Victaulic's, Pipe Shields.

This Quote/Bid constitutes the full terms and conditions under which work will be performed. This Quote/Bid supersedes all Requests for Quotations (RFQS), any subcontract terms subsequently forwarded by Contractor or any other project documentation. No additional terms and conditions shall become part of the subcontract absent a formal written subcontract having been entered into and signed by subcontractor subsequent to the date of this Quote/Bid. Customer's acceptance of this Quote/Bid constitutes customer's agreement to the terms set forth herein.

Thank You,

Kevin Wolff

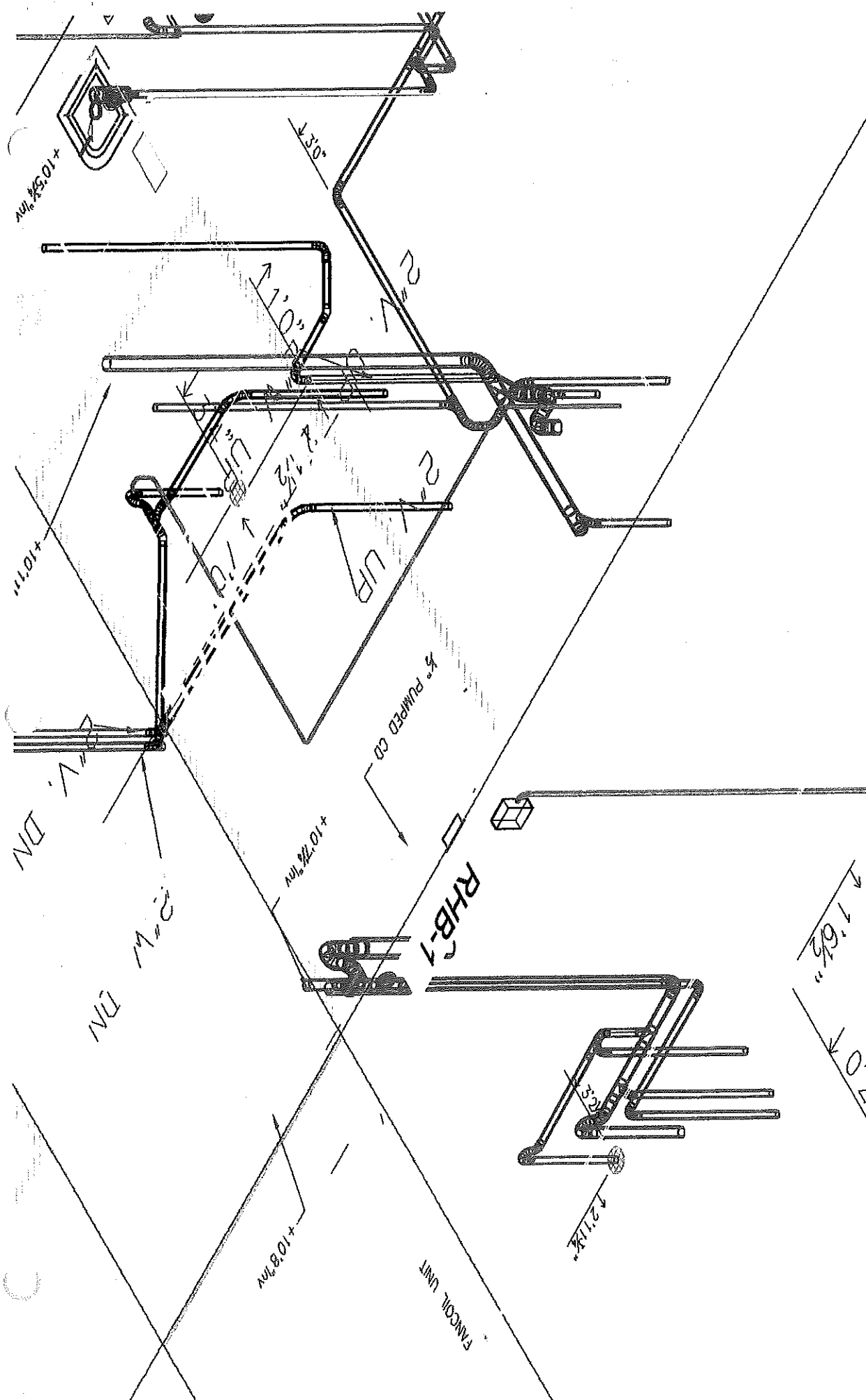
Zolnay Insulation, Inc.



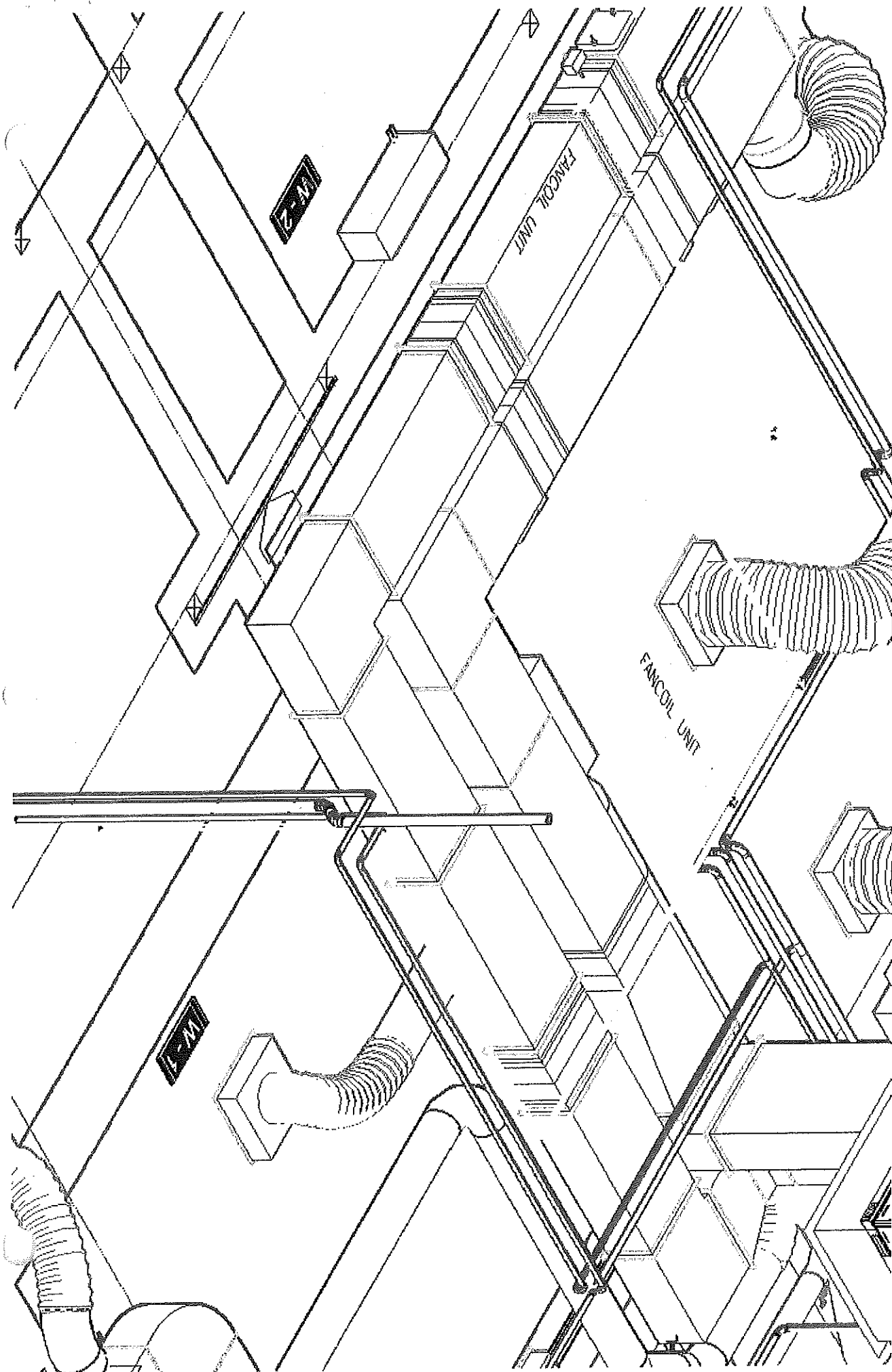
UNIT

FANCOIL UNIT

0.5  
0.5  
0.5









March 21, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickie, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0175 RFI 233 Re-locate framing hardware

*4/17/17  
 Cut out scuppers  
 when deleted roof  
 OCA.*

Dear Ms. Hickie,

We request a Change Order to our contract for the following:

Re-frame parapets to allow for scuppers. Relocate FSC and CS14 framing hardware to accommodate new scupper sizes

Phase	Category	Description	Subcontractor	Quote
061000	71140	Re-frame parapets to allow for scuppers. Relocate FSC and CS14 framing hardware to accommodate new scupper sizes	ABDELLATIF ENTERPRISES, INC.	6,944.34
			<b>Subtotal</b>	<b>6,944.34</b>
007480	71160	Subguard	1.15%	79.86
007410	71160	Builders Risk	0.6%	42.15
007420	71160	General Insurance	1.15%	80.78
007510	71160	P&P Bond	1%	69.44
991000	79999	Change Order Fee	5%	357.36
			<b>Markup Subtotal</b>	<b>629.59</b>
			<b>PCI Total</b>	<b>7,573.93</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **7,573.93.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*MH- 4/17/17*

*PHI  
 10-17-17*

*4/17/17*

*WKS 4/18/17*



---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray  
PM  
Date: \_\_\_\_\_

3/21/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Change Order # 17**

DATE: March 20, 2016  
PROJECT: Lemonwood K-8 School LLB

**Cost proposal associated with RFI 233**

Description: Move FSCs, CS14s, and 2x6 where required for the framing of roof scupper openings

Description	Qty	Unit	Unit Price	Extension
Material Subtotal				\$ -
Material Sales Tax				\$ -
Material Delivery				\$ -
Material Total				\$ -
Labor (frame openings)	94	<i>man hour</i>	\$ 64.24	\$ 6,038.56
Subtotal				\$ 6,038.56
Profit & Overhead	15%			\$ 905.78
<b>Total Change Order</b>				<b>\$ 6,944.34</b>





April 13, 2017

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Marlene Hickie, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0188 RFI 0092 Add furred wall

*4/17/17  
OCA  
Furred wall for  
Piping  
M.H.*

Dear Ms. Hickie,

We request a Change Order to our contract for the following:

Extend existing furred wall area to accommodate piping

Phase	Category	Description	Subcontractor	Quote
061000	71140	Create a furred wall area to accommodate piping from 1st to 2nd floors in rooms Rms 1-208, 1-218 & 1-219	ABDELLATIF ENTERPRISES, INC.	1,072.17
			<b>Subtotal</b>	<b>1,072.17</b>
007480	71160	Subguard	1.15%	12.33
007410	71160	Builders Risk	0.6%	6.51
007420	71160	General Insurance	1.15%	12.47
007510	71160	P&P Bond	1%	10.72
991000	79999	Change Order Fee	5%	55.18
			<b>Markup Subtotal</b>	<b>97.21</b>
			<b>PCI Total</b>	<b>1,169.38</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,169.38.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*M.H. - 4/17/17  
R.H. 4/17/17  
W.S. 4/17/17*



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray  
PM  
Date: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Bill Gray", is written over the printed name.

4/13/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



Change Order #

4R

ORIGINAL DATE: September 28, 2016

REVISION DATE: April 11, 2017

PROJECT: Lemonwood K-8 School LLB

**Cost proposal associated with RFI 92**

Description: Changed, raised and extended non-bearing fur walls in rooms 1-218 and 1-219. Extended fur wall to ceiling in Room 1-204.

Description	Qty	Unit	Unit Price	Extension
2x6x10 DF #1	26		\$ 9.75	\$ 253.50
DTC	14		\$ 1.42	\$ 19.88
Material Subtotal				\$ 273.38
Material Sales Tax				\$ 27.14
Material Total				\$ 300.52
Labor	9		\$ 70.20	\$ 631.80
Subtotal				\$ 932.32
Profit & Overhead	15%			\$ 139.85
<b>Total Change Order</b>				<b>\$ 1,072.17</b>



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00092

---

To:	SVA ARCHITECTS, INC.	RFI Date:	09/16/2016
Attention:	Tom Bardwell	Date Due:	09/20/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	Critical
	Dwayne Torres	Schedule/Activity ID:	
		Document Reference:	A1-11.2.A
		Spec Section:	22000
		Status:	Accepted

Subject: Extension of 2"x6" fur walls behind S-5 sinks in Rm's 1-204, 1-218 & 1-219

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

In Rm's #1-204, 1-218 & 1-219 the Architectural drawings show a 2"x6" fur wall behind the S-5 sinks that extends horizontally a few feet passed each side of the sink and that extends vertically about 4' above finished floor (see attached).

---

**SUGGESTION:**

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Would it be acceptable to extend this 2"x6" fur wall horizontally across the full extent of the wall that is adjacent to the corridor wall and horizontally full height to the ceiling? This would help in the effort to be able to extend piping up through the 2nd floor along the corridor. Please verify and provide approval or alternate means to extend piping up from the 1st floor.

---

**ANSWER:**

Answered By: Tom Bardwell

Date of Response: 09/16/2016

The 6' furred walls in the 3 science classrooms (1-204, 1-218, 1-219) can all be full height walls for the plumbing lines. The low walls in the Dirty labs (1-233 and 1-234) need to stay as low walls as there are wall mounted TVs on those walls.

---

**ATTACHMENTS:**

LEMONWOOD K-8\_CCP\_RFI023



April 13, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickle, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0189 RFI 00109 Lower window headers

*4/17/17  
 OCA  
 Window Height  
 Dropped due to  
 Ceiling Height  
 Conflict  
 M.H.*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Re-frame opening that had been previously frame prior to RFI direction

Phase	Category	Description	Subcontractor	Quote
061000	71140	Re-frame exterior windows in classroom building to accommodate 9'0" ceiling elevation and 4-6" reveal	ABDELLATIF ENTERPRISES, INC.	1,827.00
			<b>Subtotal</b>	<b>1,827.00</b>
007480	71160	Subguard	1.15%	21.01
007410	71160	Builders Risk	0.6%	11.09
007420	71160	General Insurance	1.15%	21.25
007510	71160	P&P Bond	1%	18.27
991000	79999	Change Order Fee	5%	94.02
			<b>Markup Subtotal</b>	<b>165.64</b>
			<b>PCI Total</b>	<b>1,992.64</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,992.64.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

*M.H. 4/17/17*  
*For TCB 4/17/17*  
*4/18/17*



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in black ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray  
PM  
Date: \_\_\_\_\_

4/13/2017

Quotation accepted by:  
Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00109

---

To:	SVA ARCHITECTS, INC.	RFI Date:	10/04/2016
Attention:	Tom Bardwell	Date Due:	10/10/2016
CC:	Cecil Rodriguez	RFI Type:	Architectural
	Hazem Abdellatif	Priority:	High
	Paul Vernier	Schedule/Activity ID:	
	Dick Jones	Document Reference:	A1-11.1.A
	Christopher Barbato	Spec Section:	
		Status:	Accepted

Subject: Window and Ceiling Height Confirmation.

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Reference A1-11.1.A. Window types 1,3,4, and 6 are all shown at the classrooms and all are shown to have a 9' top of window dimension. The reflected ceiling plan on A1-11.4 show all the classroom ceilings at 9' also. The typical interior elevation for the classrooms, for example 2/A1-51.6, appear to show the windows about 4" lower than the ceilings. Please confirm widow header height at the classroom buildings.

---

**SUGGESTION:**

Possible Cost Impact: No

Possible Time Impact: No

Make top of window dimensions similar to interior elevations which is at 8' 8".

---

**ANSWER:**

Answered By: Tom Bardwell

Date of Response: 10/19/2016

Per the discussion at the construction meeting with the team (10/18), the classroom building top of window dimension will be 8'-6", typ.

---

**ATTACHMENTS:**



Change Order #

6R

ORIGINAL DATE: November 7, 2016

REVISION DATE: April 11, 2017

PROJECT: Lemonwood K-8 School LLB

**Cost proposal associated with RFI 109**

Description: RFI 109 lowered the window elevation to 8'6". The added cost are for furring down the window headers that were framed prior to the RFI answer.

Description	Qty	Unit	Unit Price	Extension
2x6x16 DF #1	25		\$ 16.05	\$ 401.25
16d gun nails	1/2	Box	\$ 44.25	\$ 22.13
Material Subtotal				\$ 423.38
Material Sales Tax				\$ 42.12
Material Total				\$ 465.50
Labor	16		\$ 70.20	\$ 1,123.20
Subtotal				\$ 1,588.70
Profit & Overhead	15%			\$ 238.30
<b>Total Change Order</b>				<b>\$ 1,827.00</b>



**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: May 17, 2017

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-I: PRELIMINARY \_\_\_\_\_
- SECTION A-II: REPORTS \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT AGENDA  X

Agreement Category:

- \_\_\_\_\_ Academic
- \_\_\_\_\_ Enrichment
- \_\_\_\_\_ Special Education
- \_\_\_\_\_ Support Services
- \_\_\_\_\_ Personnel
- \_\_\_\_\_ Legal
- \_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH CSEA (Cline)**

---

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with CSEA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

**FISCAL IMPACT**

Information only.

**RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for CSEA as presented.

**ADDITIONAL MATERIAL**

Attached: Disclosure of Collective Bargaining Agreement with CSEA (4 pages)

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: California School Employees Association (CSEA)

The proposed agreement covers the period:  
 Beginning: 7/1/2016  
 Ending: 6/30/2017

Employee Type:  
 Certificated: \_\_\_\_\_  
 Classified: X

The proposed agreement will be acted upon by the Governing Board at its meeting on: May 17, 2017

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2016-17	Year 2 2017-18	Year 3 2018-19
1.	<b>Salary Schedule - Increase/(Decrease)</b>	\$ 30,868,900	1,234,756 4.00%	617,378 2.00%	\$ 617,378 2.00%
2.	<b>Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.</b>		\$ _____ %	\$ _____ %	\$ _____ %
3.	<b>Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)</b>		\$ 779,922 2.53%	\$ 0 0.00%	0 0.00%
4.	<b>Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
5.	<b>Health/Welfare Benefits - Increase/(Decrease)</b>	\$ 2,899,710	433,457 14.95%	\$ 433,457 14.95%	\$ 433,457 14.95%
6.	<b>Total Compensation - Increase/(Decrease) (Total Lines 1-5)</b>	\$ 33,768,610	\$ 2,448,135 7.25%	\$ 1,050,835 3.11%	\$ 1,050,835 3.11%
7.	<b>Total Number (FTE) of Represented Employees</b>	# 790	# 790	# 790	# 790
8.	<b>Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)</b>	\$ 42,745	\$ 3,099 7.25%	\$ 1,330 3.11%	\$ 1,330 3.11%
9a.	<b>Certificated Teacher's Salary (Excluding Benefits)</b>				
	-Minimum Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
	-Maximum Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
	-Substitute Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
9b.	<b>- Annual Health/Welfare Benefit amount per FTE</b>	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
	<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: \_\_\_\_\_

Salary increase of 2% on-going and 2% one-time. Health benefit Cap increased by \$121 per month on-going  
 One-time payment of \$2,089 per H & W qualified one-time.

**Disclosure of Collective Bargaining Agreement**  
School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

none

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

none

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

One time payment of \$2,089 is using one-time funds.

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

none

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

general fund ongoing revenues and ending balance for one time.

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

general fund.

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

N/A

**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**G. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	180,442,090
b.	State Standard Minimum Reserve Percentage for this District		3%
c.	State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$65,000 for a district with less than 1,001 ADA)	\$	5,413,263

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a.	General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	6,497,414
b.	General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	14,930,468
c.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e.	Total District Budgeted Unrestricted Reserves	\$	21,427,882

**3. Do Unrestricted reserves meet the state standard minimum reserve amount?**

Yes

No

**H. Certification**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent  
(Signature)

5-4-17

Date



District Chief Business Official  
(Signature)

5-4-17

Date

Disclosure of Collective Bargaining Agreement  
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 12/7/16)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	158,910,615			158,910,615
Remaining Revenues (8100-8799)	8,643,789			8,643,789
<b>TOTAL REVENUES</b>	<b>167,554,404</b>	<b>0</b>	<b>0</b>	<b>167,554,404</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	71,418,342			71,418,342
2000 Classified Salaries	20,390,461			20,390,461
3000 Employees' Benefits	31,755,499			31,755,499
4000 Books and Supplies	15,083,094			15,083,094
5000 Services and Operating Expenses	15,296,268			15,296,268
6000 Capital Outlay	4,245,946			4,245,946
7100-7499 Other	3,034,429			3,034,429
<b>TOTAL EXPENDITURES</b>	<b>161,224,039</b>	<b>0</b>	<b>0</b>	<b>161,224,039</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>6,330,365</b>	<b>0</b>	<b>0</b>	<b>6,330,365</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	(1,103,058)			(1,103,058)
<b>OTHER USES AND TRANSFERS OUT</b>	19,218,051			19,218,051
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(13,990,744)</b>	<b>0</b>	<b>0</b>	<b>(13,990,744)</b>
<b>BEGINNING BALANCE</b>	35,593,598			35,593,598
<b>CURRENT YEAR ENDING BALANCE</b>	<b>21,602,854</b>	<b>0</b>	<b>0</b>	<b>21,602,854</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	170,000			170,000
Restricted (9740)	0			0
Committed (9750 / 9760)	0			0
Assigned (9780)	4,972			4,972
Reserve for Economic Uncertainties (9789)	6,497,414			6,497,414
Unappropriated Amounts (9790)	14,930,468	0	0	14,930,468

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary: \_\_\_\_\_

the amounts for 2% on schedule and 2% off schedule are included in the budget. \_\_\_\_\_

Additional one-time dollars will come from the ending balance. \_\_\_\_\_

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: May 17, 2017

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-I: PRELIMINARY \_\_\_\_\_
- SECTION A-II: REPORTS \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT AGENDA  X

Agreement Category:

- \_\_\_\_\_ Academic
- \_\_\_\_\_ Enrichment
- \_\_\_\_\_ Special Education
- \_\_\_\_\_ Support Services
- \_\_\_\_\_ Personnel
- \_\_\_\_\_ Legal
- \_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH MANAGEMENT & CONFIDENTIAL (Cline)**

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with Management & Confidential are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

**FISCAL IMPACT**

Information only.

**RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Management & Confidential Employees as presented.

**ADDITIONAL MATERIAL**

Attached: Disclosure of Collective Bargaining Agreement with Management & Confidential Unrepresented (4 pages)

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Unrepresented Management & Confidential

The proposed agreement covers the period:  
 Beginning: 7/1/2016  
 Ending: 6/30/2017

Employee Type:  
 Certificated: X  
 Classified: X

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: May 17, 2017

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2016-17	Year 2 2017-18	Year 3 2018-19
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 10,583,400	423,336 4.00%	211,668 2.00%	\$ 211,668 2.00%
2.	<b>Step and Column</b> - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	<b>Other Compensation</b> - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ 0 0.00%	0 0.00%
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$	\$ %	\$ %	\$ %
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 10,583,400	\$ 423,336 4.00%	\$ 211,668 2.00%	\$ 211,668 2.00%
7.	<b>Total Number (FTE) of Represented Employees</b>	# 93	# 93	# 93	# 93
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 113,800	\$ 4,552 4.00%	\$ 2,276 2.00%	\$ 2,276 2.00%
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits) <b>-Minimum Daily Rate</b>	\$	\$ %	\$ %	\$ %
	<b>-Maximum Daily Rate</b>	\$	\$ %	\$ %	\$ %
	<b>-Substitute Daily Rate</b>	\$	\$ %	\$ %	\$ %
9b.	<b>- Annual Health/Welfare Benefit amount per FTE</b> <input type="checkbox"/> Actual <input type="checkbox"/> Capped	\$	\$ %	\$ %	\$ %

Please include comments and explanations as necessary: \_\_\_\_\_

Salary increase of 2% on-going and 2% one-time.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

none

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

none

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

none

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

general fund ongoing revenues and ending balance for one time.

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

general fund.

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

N/A



**G. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	180,442,090
b.	State Standard Minimum Reserve Percentage for this District		3%
c.	State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$65,000 for a district with less than 1,001 ADA)	\$	5,413,263

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a.	General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	6,497,414
b.	General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	14,930,468
c.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e.	Total District Budgeted Unrestricted Reserves	\$	21,427,882

**3. Do Unrestricted reserves meet the state standard minimum reserve amount?**

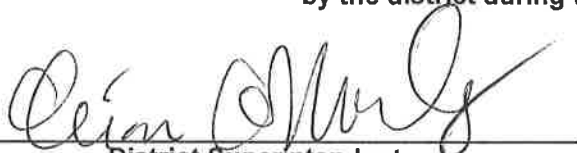
Yes

No

**H. Certification**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 District Superintendent  
 (Signature)

5-4-17  
 Date

  
 District Chief Business Official  
 (Signature)

5-4-17  
 Date

Disclosure of Collective Bargaining Agreement  
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 12/7/16)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	158,910,615			158,910,615
Remaining Revenues (8100-8799)	8,643,789			8,643,789
<b>TOTAL REVENUES</b>	<b>167,554,404</b>	<b>0</b>	<b>0</b>	<b>167,554,404</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	71,418,342			71,418,342
2000 Classified Salaries	20,390,461			20,390,461
3000 Employees' Benefits	31,755,499			31,755,499
4000 Books and Supplies	15,083,094			15,083,094
5000 Services and Operating Expenses	15,296,268			15,296,268
6000 Capital Outlay	4,245,946			4,245,946
7100-7499 Other	3,034,429			3,034,429
<b>TOTAL EXPENDITURES</b>	<b>161,224,039</b>	<b>0</b>	<b>0</b>	<b>161,224,039</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>6,330,365</b>	<b>0</b>	<b>0</b>	<b>6,330,365</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	<b>(1,103,058)</b>			<b>(1,103,058)</b>
<b>OTHER USES AND TRANSFERS OUT</b>	<b>19,218,051</b>			<b>19,218,051</b>
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(13,990,744)</b>	<b>0</b>	<b>0</b>	<b>(13,990,744)</b>
<b>BEGINNING BALANCE</b>	<b>35,593,598</b>			<b>35,593,598</b>
<b>CURRENT YEAR ENDING BALANCE</b>	<b>21,602,854</b>	<b>0</b>	<b>0</b>	<b>21,602,854</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	170,000			170,000
Restricted (9740)	0			0
Committed (9750 / 9760)	0			0
Assigned (9780)	4,972			4,972
Reserve for Economic Uncertainties (9789)	6,497,414			6,497,414
Unappropriated Amounts (9790)	14,930,468	0	0	14,930,468

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary: \_\_\_\_\_

the amounts for 2% on schedule and 2% off schedule are included in the budget.

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: May 17, 2017

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-I: PRELIMINARY \_\_\_\_\_
- SECTION A-II: REPORTS \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT AGENDA  X

Agreement Category:

- \_\_\_\_\_ Academic
- \_\_\_\_\_ Enrichment
- \_\_\_\_\_ Special Education
- \_\_\_\_\_ Support Services
- \_\_\_\_\_ Personnel
- \_\_\_\_\_ Legal
- \_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH OEA (Cline)**

---

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with OEA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

**FISCAL IMPACT**

Information only.

**RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OEA as presented.

**ADDITIONAL MATERIAL**

Attached: Disclosure of Collective Bargaining Agreement with OEA (4 pages)

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Educators Association (OEA)

The proposed agreement covers the period:  
 Beginning: 7/1/2016  
 Ending: 6/30/2017

Employee Type:  
 Certificated: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: May 17, 2017

**A. Proposed Change in Compensation:**

#	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2016-17	Year 2 2017-18	Year 3 2018-19
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 70,324,000	\$ 2,004,234 2.85%	2,004,234 2.85%	\$ 2,004,234 2.85%
2.	<b>Step and Column</b> - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	<b>Other Compensation</b> - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 329,653 0.47%	\$ 329,653 0.47%	329,653 0.47%
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$	\$ %	\$ %	\$ %
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$ 9,688,560	1,004,644 10.37%	\$ 0 0.00%	\$ 0 0.00%
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 80,012,560	\$ 3,338,531 4.17%	\$ 2,333,887 2.92%	\$ 2,333,887 2.92%
7.	<b>Total Number (FTE) of Represented Employees</b>	# 841	# 841	# 841	# 841
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 95,140	\$ 3,970 4.17%	\$ 2,775 2.92%	\$ 2,775 2.92%
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits) <b>-Minimum Daily Rate</b>	\$ 261	\$ %	\$ %	\$ %
	<b>-Maximum Daily Rate</b>	\$ 555	\$ %	\$ %	\$ %
	<b>-Substitute Daily Rate</b>	\$ 116	\$ %	\$ %	\$ %
9b.	<b>- Annual Health/Welfare Benefit amount per FTE</b> <input type="checkbox"/> Actual <input type="checkbox"/> Capped	\$	\$ %	\$ %	\$ %

Please include comments and explanations as necessary: \_\_\_\_\_

Salary increase of 2.85% is on-going, increase to longevity is on-going, H & W increase is for one year only.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

none

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

none

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

H & W increase is one-time and done via an MOU, not contract language

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

none

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

general fund ongoing revenues and ending balance for one time.

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

general fund.

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

N/A

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	181,039,844
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$65,000 for a district with less than 1,001 ADA)	\$	5,431,195

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	6,497,414
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	14,332,714
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e. Total District Budgeted Unrestricted Reserves	\$	20,830,128

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent  
(Signature)

5-4-17

Date



District Chief Business Official  
(Signature)

5-4-17

Date

Disclosure of Collective Bargaining Agreement  
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 12/7/16)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	158,910,615			158,910,615
Remaining Revenues (8100-8799)	8,643,789			8,643,789
<b>TOTAL REVENUES</b>	<b>167,554,404</b>	<b>0</b>	<b>0</b>	<b>167,554,404</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	71,418,342	597,754		72,016,096
2000 Classified Salaries	20,390,461			20,390,461
3000 Employees' Benefits	31,755,499			31,755,499
4000 Books and Supplies	15,083,094			15,083,094
5000 Services and Operating Expenses	15,296,268			15,296,268
6000 Capital Outlay	4,245,946			4,245,946
7100-7499 Other	3,034,429			3,034,429
<b>TOTAL EXPENDITURES</b>	<b>161,224,039</b>	<b>597,754</b>	<b>0</b>	<b>161,821,793</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>6,330,365</b>	<b>(597,754)</b>	<b>0</b>	<b>5,732,611</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	(1,103,058)			(1,103,058)
<b>OTHER USES AND TRANSFERS OUT</b>	19,218,051			19,218,051
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(13,990,744)</b>	<b>(597,754)</b>	<b>0</b>	<b>(14,588,498)</b>
<b>BEGINNING BALANCE</b>	35,593,598			35,593,598
<b>CURRENT YEAR ENDING BALANCE</b>	<b>21,602,854</b>	<b>(597,754)</b>	<b>0</b>	<b>21,005,100</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	170,000			170,000
Restricted (9740)	0			0
Committed (9750 / 9760)	0			0
Assigned (9780)	4,972			4,972
Reserve for Economic Uncertainties (9789)	6,497,414			6,497,414
Unappropriated Amounts (9790)	14,930,468	(597,754)	0	14,332,714

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary: \_\_\_\_\_

the amounts for 2% on schedule are included in the budget. A one-time amount of \$1,406,000 is also included in the budget. \_\_\_\_\_

Additional one-time dollars will come from the ending balance. \_\_\_\_\_

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 5/17/17

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-I: PRELIMINARY \_\_\_\_\_

SECTION A-II: REPORTS \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA   X   Agreement Category:

\_\_\_\_\_ Academic

\_\_\_\_\_ Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### **SETTING OF DATE FOR PUBLIC HEARING – OXNARD SCHOOL DISTRICT 2017-18 ADOPTED BUDGET (Cline/Penanhoat)**

It is appropriate that the Board of Trustees set the date of Wednesday, June 7, 2017, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2017-18 Adopted Budget.

#### **FISCAL IMPACT**

N/A

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 7, 2017 for a public hearing on the Oxnard School District 2017-18 Adopted Budget.

#### **ADDITIONAL MATERIAL**

Attached: Notice of Public Hearing (1 page)





# OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • [www.oxnardsd.org](http://www.oxnardsd.org)

## **NOTICE OF PUBLIC HEARING**

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May 17, 2017

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 7, 2017, at 7:00 P.M. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 S. "A" Street, Oxnard, regarding the 2017-2018 Proposed Budget.

By: Lisa Cline  
Deputy Superintendent,  
Business & Fiscal Services  
(805) 385-1501, ext. 2401

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/17/17

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X

Agreement Category:

- \_\_\_ Academic
- \_\_\_ Enrichment
- \_\_\_ Special Education
- \_\_\_ Support Services
- \_\_\_ Personnel
- \_\_\_ Legal
- \_\_\_ Facilities

- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Setting of Date for Public Hearing- OXNARD SCHOOL DISTRICT 2017-18 LOCAL CONTROL ACCOUNTABILITY PLAN (Freeman)**

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It is appropriate that the Board of Trustees set the date of Wednesday, June 7, 2017 in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2017-18 Local Control Accountability Plan (LCAP).

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees set the date of Wednesday, June 7, 2017 for a public hearing on the Oxnard School District 2017-18 Local Control Accountability Plan (LCAP).

**ADDITIONAL MATERIAL:**

Attached: Notice of Public Hearing (1 page)



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

## NOTICE OF PUBLIC HEARING

May 17, 2017

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 7, 2017, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2017-18 Local Control Accountability Plan (LCAP).

By: Robin I. Freeman  
Assistant Superintendent,  
Educational Services Department  
(805) 385-1501, ext. 2301

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 17, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Educators Association (“OEA”) and the Oxnard School District’s (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547. (Vaca)**

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**EXECUTIVE SUMMARY (description of item):**

In accordance with Article XXVIII, Term, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the June 7, 2017 Board meeting.

Pursuant to the provisions of Government Code Section 3547, OEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule June 7, 2017 for the Public Hearing for OEA and the District’s proposals.

**ADDITIONAL MATERIAL(S):**

- Letter to Board of Trustees President dated 5/3/17
- Letter to OEA Bargaining Chair dated 5/3/17
- District’s Initial Bargaining Proposals to OEA for 2017-18
- Letter dated 4/24/17 from OEA Bargaining Chair to District, including OEA 2017-18 Proposals



# OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

***Dr. Jesus Vaca***  
***Assistant Superintendent***  
***Human Resources and Support Services***

May 3, 2017

Ernest Morrison  
President, Board of Trustees  
Oxnard School District  
1051 South A Street  
Oxnard, California 93030

*Re: Sunshine of OEA and District Initial Proposals Pursuant to Govt. Code Section 3547*

Dear President Morrison,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association ("OEA") and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator  
Lisa Cline, Deputy Superintendent, Business & Fiscal Services  
Teri Gern, Director, Certificated Human Resources  
Kelly Castillo, Principal, K-8 Representative  
Greg Brisbine, Principal, Middle School Representative  
Anna Thomas, Director, Curriculum, Instruction and Accountability  
Dr. Ana DeGenna, Director, Dual Language Programs

The District is requesting to negotiate Article IX (Evaluation), Article XI (Working Hours), Article XII (Class Size), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2016 or March 15 of any successive year, and no later than April 15, 2016 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the district looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



**DR. JESUS VACA**  
Assistant Superintendent  
Human Resources and Support Services

JV/pp



# OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

***Dr. Jesus Vaca***  
***Assistant Superintendent***  
***Human Resources and Support Services***

May 3, 2017

Diana Duarte  
Oxnard Educators Association, Bargaining Chair  
c/o Oxnard School District  
1051 South A Street  
Oxnard, California 93030

*Re: Sunshine of OEA and District Initial Proposals Pursuant to Govt. Code Section 3547*

Dear Ms. Duarte,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator  
Lisa Cline, Deputy Superintendent, Business & Fiscal Services  
Teri Gern, Director, Certificated Human Resources  
Kelly Castillo, Principal, K-8 School Representative  
Greg Brisbine, Principal, Middle School Representative  
Anna Thomas, Director, Curriculum, Instruction and Accountability  
Dr. Ana DeGenna, Director, Dual Language Programs

The District is requesting to negotiate Article IX (Evaluation), Article XI (Working Hours), Article XII (Class Size), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2016 or March 15 of any successive year, and no later than April 15, 2016 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the district looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



**DR. JESUS VACA**  
Assistant Superintendent  
Human Resources and Support Services

JV/pp



INITIAL COLLECTIVE BARGAINING PROPOSAL  
FROM THE  
OXNARD SCHOOL DISTRICT  
TO THE  
OXNARD EDUCATORS ASSOCIATION  
FOR A TERM COMMENCING IN THE  
2017-2018 SCHOOL YEAR

May 3, 2017

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the “District”) and the Oxnard Educators Association (the “Association”) the District hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing July 1, 2017 as follows:

ARTICLE IX: EVALUATION

The District seeks to enter into discussion related to evaluation.

ARTICLE XI: WORKING HOURS

The District seeks to enter into discussion related to working hours.

ARTICLE XII: CLASS SIZE

The District seeks to enter into discussion related to class size.

ARTICLE XIX: SALARIES

The District seeks to bargain salaries and other compensation covered by this article.

ARTICLE XX: EMPLOYEE BENEFITS

The District seeks to bargain employee benefits.

ARTICLE XXVIII: TERM OF AGREEMENT

Among other things, the District seeks to bargain the term for the collective bargaining agreement.

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

April 24, 2017

Dr. Cesar Morales, Superintendent  
Oxnard Elementary School District  
1051 South "A" Street  
Oxnard CA 93030

Dear Superintendent Morales,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2017 – 2018 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,



Diana Duarte, Bargaining Chair  
Oxnard Educators Association

Enclosure

cc: Jesus Vaca, Assistant Superintendent,  
Human Resources and Support Services  
Mary Jordan, CTA Uniserv Staff  
Robin Lefkovits, OEA President

OXNARD EDUCATORS ASSOCIATION  
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING  
AGREEMENT 2017-2018

April 24, 2017

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

- 1. Article VI: Leaves of Absence**
- 2. Article VIII: Full Inclusion**
- 3. Article X: Peer Assistance and Review**
- 4. Article XII: Class Size**
- 5. Article XIX: Salaries**
- 6. Article XX: Employee Benefits**
- 7. Article XXVIII: Term**
- 8. Article XXX: Elementary (K-6) Compensation**
- 9. Article XXXI: Specialized Job Classification**

**BOARD AGENDA ITEM**

Name of Contributor: Jonathan Koch

Date of Meeting: May 17, 2017

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION A: PRELIMINARY \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT AGENDA \_\_\_\_\_

X \_\_\_\_\_ Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_  
SECTION E: REPORTS/DISCUSSION \_\_\_\_\_  
SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Job Duties for New Job Description – Facilities Project and Sustainability/Energy Manager (Koch)**

District administration requested that the Personnel Commission create a new management level job classification which would be tasked with directly assisting the Director of Facilities in matters relating to construction management and sustainability/energy management projects. This position will be responsible for overseeing new construction and modernization as well as the District’s energy management efforts and will be required to have a high level of technical expertise.

**FISCAL IMPACT**

The exact fiscal impact is not known at this time as the Personnel Commission has not yet approved a classification and allocated it to the salary schedule. The currently inactive Facilities Project Manager classification has a maximum salary of \$101,115. Due to the additional duties related to sustainability and energy management, the new classification is being recommended to the Personnel Commission at rate which is 12% higher than the current inactive Project Manager classification based on the current marketplace and responsibilities of the classification. This would result in an annual salary range of \$95,322 - \$113,249.

Approximately \$151,804 annually based on the sum of the maximum salary, statutory benefits, and District paid health and welfare contribution to be paid out of general funds.

**RECOMMENDATION**

Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

It is the recommendation of the Director of Classified Human Resources that the Board of Education take action to approve the attached job duties of Facilities Project and Sustainability/Energy Manager so that a new classification can be taken to, and approved by, the Personnel Commission.

**ADDITIONAL MATERIAL**

Attached: Job Description – Facilities Project and Sustainability/Energy Manager  
(3 pages)

## **FACILITIES PROJECT AND SUSTAINABILITY/ENERGY MANAGER**

### **SUMMARY OF DUTIES**

Under the direction of the Director of Facilities, oversees all aspects of facilities construction, modernization, and sustainability/energy management projects; drafts reports and documents for submittal to required agencies such as the Division of the State Architect; drafts building and construction specifications and construction contract documents; prepares and presents reports to the Board of Trustees and others on project statuses; oversees the District's Energy Management Systems; and performs a variety of other duties relative to assigned area of responsibility.

This is a single position classification responsible for overseeing facilities construction, modernization, and sustainability projects to ensure District projects meet all requirements and present students with the best possible facilities and learning environment which directly supports student learning and achievement.

### **Essential Functions Statements**

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Drafts reports and prepare documents for submittal to various state and local agencies, e.g., Division of the State Architect (DSA), City of Oxnard, Office of Public School Construction, California Energy Commission, various utility companies, etc.; prepare a variety of other Facilities Department and District reports.
2. Oversees construction activities and conducts assigned project management activities; coordinates and serves as liaison between the District, architects, contractors, the City of Oxnard, and other related agencies;
3. Monitors construction progress in relation to contractors' adherence to schedules and to ensure construction is performed properly and according to standards;
4. Serves as staff administrator for the modernization and reconstruction of buildings and deferred maintenance projects; compiles and completes necessary forms, reports, and documents required for State and Federal funding programs;
5. Monitors and coordinates job site plans and manages site conditions; assemble available preliminary planning data and criteria; prepares preliminary project schedules;
6. Monitors project costs; reviews vendor invoices, contractor progress payment requests, for accuracy and correct billing; prepares labor, material, and cost estimates for approval;
7. Conducts site inspections to facilitate, and during, construction; appraises contractors and District of non-conforming work and steps required to correct; recommends project inspectors and procure inspectors' Qualification Records for approval by DSA; ensures energy efficiency in operations and compliance with District policy;
8. Prepares and issues price requests for District-initiated changes desired during construction; determines when a change order is needed; assists in the processing and negotiation of the cost of change orders and disputes; reviews any proposed substitutions by contractor and monitors required submittals;
9. Drafts building and construction specifications and construction contract documents; assists in the selection of design consultants; participates in utilities value engineering sessions for construction projects;
10. Prepares deferred maintenance project reports; prepares, revises, and reproduces boundary maps; maintains current and historic drawings of all facilities;
11. Develops, implements, and manages the District's energy and utility conservation, recycling, and E-Waste disposal programs to ensure efficient use of utilities and to maintain compliance with legal

- regulations and District policies; ensures operating efficiency and update programs and program guidelines as needed;
12. Oversees and analyzes the District's utility usage patterns, utility rate schedules, and the cost impact of inflation and rate increases; monitors utilities costs; verifies utility meter readings and billings;
  13. Advises and makes recommendations on alternate energy sources, consumption, and general energy and water conservation measure; serve as liaison to utility companies and other agencies involved with energy conservation efforts;
  14. Evaluates engineering analyses and proposals from outside vendors and provides input on contractual support activities (capital projects) related to energy management and the purchase of any products that affect energy consumption;
  15. Prepares energy requirement estimates and budget allotments for all District facilities and develops procedures for efficient utilization of energy sources;
  16. Completes grant applications for financial assistance under state and federal conservation programs; maintains records of State and Federal conservation grants received by the District;
  17. Oversees and ensures proper electronic waste disposal; organizes electronic waste disposal events;
  18. Prepares and presents reports to the Board of Trustees, County, City and District staff, and the public on project status and the District's sustainability and energy conservation program;
  19. Maintains regular communication with site-based personnel to provide updates on construction, assist in the implementation of conservation practices and measures, and provide other relevant information;
  20. Develops and maintains contact with federal and state agencies and monitors state and national energy policy trends;
  21. Oversees the design, installation, programming, troubleshooting, maintenance, and repair of the District's computerized Energy Management Systems (EMS); works with maintenance personnel in order to ensure proper operation of all energy management systems and equipment; implements EMS setback programs and shutdown checklists; maintain wiring and installation diagrams of systems and reports safety hazards;
  22. Writes specifications, collects and analyze energy usage and security incident data; coordinates site improvement contracts;
  23. Researches, identifies, and ensures District participation in all available energy-related rebate programs;
  24. Provides input to District leadership regarding energy and environmental design and best practices;
  25. Reviews existing solar power generating systems and evaluates and recommends options related to future solar projects;
  26. Maintains all records and data related to assigned conservation programs.

#### **Other Related Duties**

27. Attends trainings, workshops, and seminars related to school facilities construction and energy conservation and management programs;
28. Conducts meetings, in-service trainings, and presentations to students, staff, and the public on the topics of environmental studies, conservation, efficient energy utilization, and other related topics; serves as a resource to District staff in the development of environmental studies and conservation curriculum.
29. Performs related duties and responsibilities as required.

#### **Recommend Minimum Qualifications**

**Education:** A Bachelor's degree or equivalent from an accredited college or university with a major in architecture, construction management, engineering (civil, electrical, mechanical, or structural), or other closely related field.

Additional qualifying experience may be substituted for the education requirement. Two years of additional supervisory experience in the areas of custodial services, grounds, and/or maintenance may be substituted for the required degree/college coursework.

**Experience:** Five years of experience in California community college or public school district facilities construction/project development and management.

**Special:** Possession of a valid California driver's license.  
Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.



**BOARD AGENDA ITEM**

Name of Contributor: Jonathan Koch

Date of Meeting: May 17, 2017

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A: PRELIMINARY \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT AGENDA \_\_\_\_\_

- Agreement Category:
- \_\_\_\_\_ Academic
- \_\_\_\_\_ Enrichment
- \_\_\_\_\_ Special Education
- \_\_\_\_\_ Support Services
- \_\_\_\_\_ Personnel
- \_\_\_\_\_ Legal
- \_\_\_\_\_ Facilities

- SECTION D: ACTION \_\_\_\_\_
- SECTION E: REPORTS/DISCUSSION \_\_\_\_\_
- SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Job Duties for New Job Description – Parent Support Liaison (Koch)**

District administration requested that the Personnel Commission create a new bargaining unit job classification which would be tasked with directly supporting the parents of students in the District. This position will be based in Educational Services and be responsible for serving as a liaison to support parents by way of maintaining website information, coordinating parent support programs, overseeing communication with parents, helping to resolve conflicts between parents and staff, and more.

**FISCAL IMPACT**

The exact fiscal impact is not known at this time as the Personnel Commission has not yet approved a classification and allocated it to the salary schedule. It will be recommended to the Personnel Commission that the classification be placed at Range 24.0 on the CSEA/OSD salary schedule.

Approximately \$86,074 annually based on the sum of the maximum salary, statutory benefits, and District paid health and welfare contribution to be paid out of general funds.

**RECOMMENDATION**

Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be

subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

It is the recommendation of the Director of Classified Human Resources that the Board of Education take action to approve the attached job duties of Parent Support Liaison so that a new classification can be taken to, and approved by, the Personnel Commission.

**ADDITIONAL MATERIAL**

Attached: Job Description – Parent Support Liaison (2 pages)

## **PARENT SUPPORT LIAISON**

### **SUMMARY OF DUTIES**

Under the direction of an assigned administrator in the Educational Services department, performs a variety of functions related to parent support services; ensures the availability of the most up to date and current information relating to Educational Services on the District website; coordinates parent support programs; oversees department communication with parents; works with parents and staff to help resolve conflicts; assists in the preparation of reports regarding parent support; and performs a variety of other duties relative to assigned area of responsibility.

Incumbents in this classification ensure constant communication with, and support for, the parents of students within the District and work with parents in order to provide the best learning experience for their students in order to directly support student learning and achievement.

### **Essential Functions Statements**

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Designs, establishes, coordinates and oversees the activities of parent support programs; designs strategies to encourage parent participation in department led programs; ensures easy parent access to a variety of educational support services;
2. Disseminate information to parents, students, administrators, and the public relating to trainings, workshops, and other parent support services; maintain current information on District website and relevant social media pages; drafts parent newsletters and other relevant documents;
3. Coordinates and organize parent and staff training programs such as how to communicate with non-English speakers, how to be involved in the instructional process at school and at home, etc.; provides informational presentations to school staff and parents as needed;
4. Act as a liaison between staff and parents in resolving conflicts and as resource to parents in the problem-solving process; provides feedback to administrators regarding potentially problematic situations involving parents and families;
5. Establishes and maintains partnerships with community agencies in order to facilitate and enhance support services for District students, parents, and staff; provides resources to sites and other departments as appropriate;
6. Attends and participates in meetings which pertain to school governance, educational achievement, and advocacy, including DELAC, PAC, and other collaborative meetings;
7. Assists administrators within the Educational Services department, as requested, to complete administrative tasks related to the provision of parent support services; reviews procedures relating to parent outreach, training, etc.;
8. Provides feedback to administrators regarding the fulfillment of District goals and objectives relating to parent involvement and support;
9. Maintains accurate records of all parent activities; assists in the preparation of reports regarding parent support and involvement, including reports to the Board of Trustees, the Superintendent, and other governmental entities;

### **Other Related Duties**

10. For positions designated as bilingual, translates a variety of written materials from English to a designated second language and from that language into English; interprets and facilitates communication between staff and non-English speaking members of the public; attends various meetings to translate and interpret as needed;
11. Performs related duties and responsibilities as required.

### **Recommend Minimum Qualifications**

**Education:** A Bachelor's Degree or equivalent from an accredited college or university in education, counseling, social work, sociology, psychology or other closely related field. Additional years of experience beyond that required below may be substituted for up to two years of the required education.

**Experience:** One year of experience in public schools, public agencies, or community-based organizations such as church groups, community advisory groups, parent/teacher associations, scouting organizations, etc.

**Special:** Possession of a valid California driver's license.  
Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 05/17/17

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-I: PRELIMINARY \_\_\_\_\_

SECTION A-II: REPORTS \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA   X   Agreement Category:

\_\_\_\_\_ Academic

\_\_\_\_\_ Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### **ENROLLMENT REPORT (Cline)**

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District enrollment as of April 28, 2017 was 16,804. This is 145 less than the same time last year.

### **FISCAL IMPACT**

None.

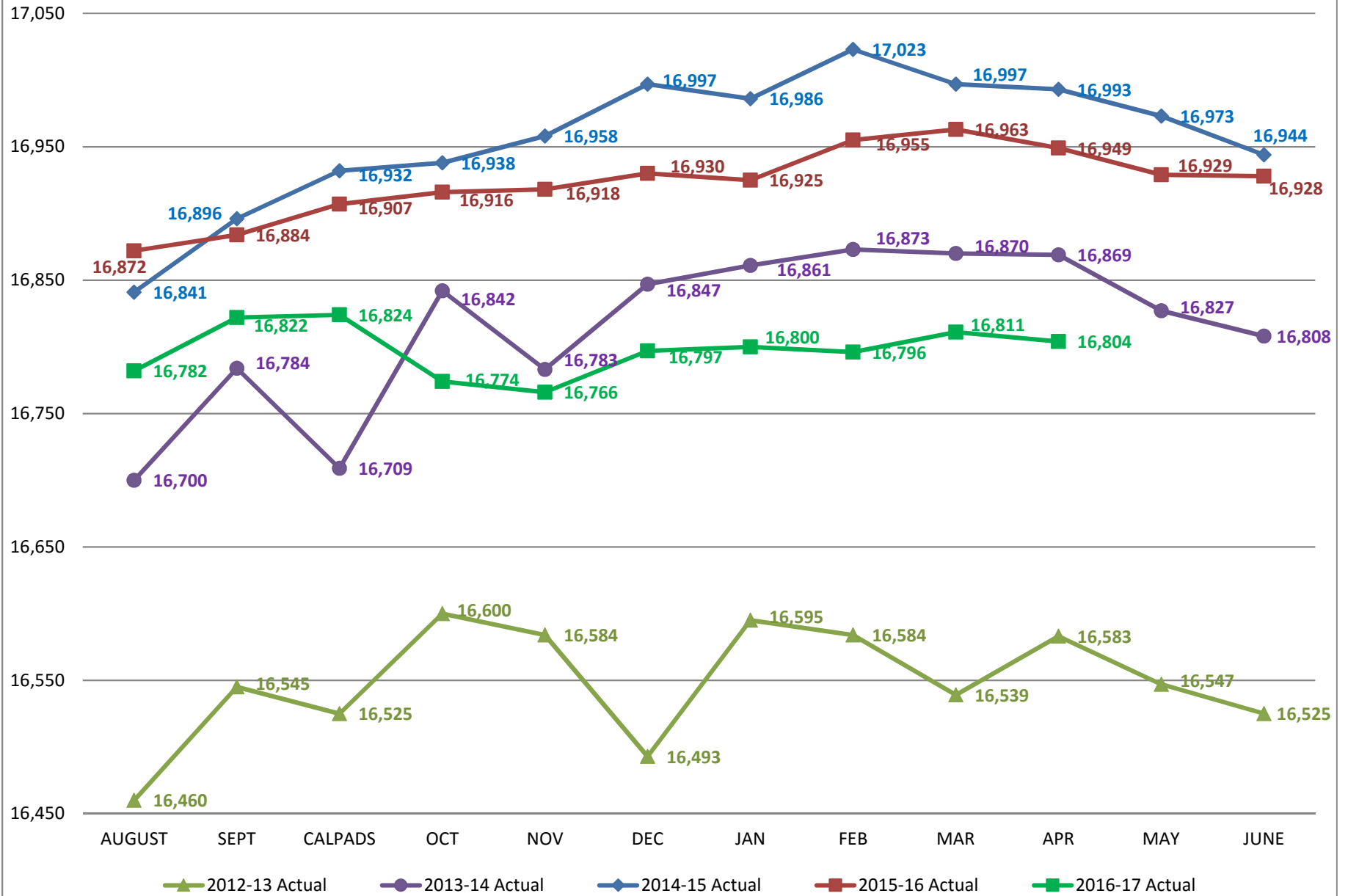
### **RECOMMENDATION**

Information only.

### **ADDITIONAL MATERIAL**

Attached: Graph – Oxnard School District Enrollment History 2012-13 through 2016-17 Actuals (1 page)

### Oxnard School District Enrollment History 2012-13 through 2016-17 Actuals



**OSD BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 5/17/17

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION A-1: PRELIMINARY \_\_\_\_\_  
SECTION A-II: REPORTS \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT AGENDA   X  

Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_  
SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Purchase Order/Draft Payment Report #16-09(Cline/Franz)**

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The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 4/05/2017 through 5/03/2017 for the 2016-2017 school year, in the amount of \$3,799,980.91.
2. A listing of Draft Payments issued 4/05/2017 through 5/03/2017 for the 2016-2017 school year, D7580-D7596 for the total amount of \$2,566.50.00

**RECOMMENDATION:**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #16-09 as submitted.

**ADDITIONAL MATERIAL(S):**

**Attached:** Purchase Order/Draft Payment Report #16-09 (17 Pages)

## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00075	Pioneer Chemical Co	CNS	stores	229.51
P17-04023	Speech Corner	Special Ed	MATLS/SUPPL	481.14
P17-04212	Home County Pizza Inc Domino's Pizza	ASES	Domino's Delivery to Chavez School	49.50
P17-04213	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	REPAIRS (1:1 iPads)	840.00
P17-04216	Amazon Com	SAN MIGUEL	MATL/SUPP (E Vocke)	103.83
P17-04219	Ventura Co Sch Bds Assn Attn: Stephm Blum, Treasurer	SUPERINTENDEN	CONF	20.00
P17-04220	Santa Barbara Zoo	SIERRA LINDA	serv - instructional	574.00
P17-04229	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	357.36
P17-04230	Taymark Anderson's	FREMONT	MAT/SUP-INSTRUCTIONAL	96.98
P17-04231	Ventura Co Office Of Education	ED SERVICES	CONF	250.00
P17-04233	Swrcb/Sw Fees	FACILITIES	SERVICE	670.00
P17-04234	Jones School Supply Co Inc	BREKKE	Materials/Supplies - instruction	471.98
P17-04237	Swrcb/Sw Fees	FACILITIES	Service	670.00
P17-04241	Ventura Co Office Of Education	ED SERVICES	CONF	120.00
P17-04243	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPP- Instruction	276.68
P17-04245	Reagan Library	ASES	Services	107.00
P17-04246	Reagan Library	ASES	Services	508.00
P17-04247	Reagan Library	ASES	Service	173.00
P17-04251	Amazon Com	MARSHALL	MATL/SUP - Instruction	189.92
P17-04252	MHS Inc	Special Ed	MATL/SUP	306.15
P17-04253	Amazon Com	MARSHALL	MATL/SUP - Instruction	65.77
P17-04258	Ventura Co Office Of Education	Pupil Srvs	CONF	15.00
P17-04261	Seat Sack Inc 02Tech	MARINA	MATL/SUPL-Instructional	214.15
P17-04263	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	242.58
P17-04264	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	931.92
P17-04265	Southeastern Career Apparel db aSoutheastern Performance Ap	HAYDOCK	MATL/SUPPLY-INSTRUCTION	465.48
P17-04266	Sams Club 6455	HAYDOCK	MATL/SUPPLY-INSTRUCTION	150.00
P17-04267	Lakeshore Learning Materials-V	HAYDOCK	MATL/SUPPLY-INSTRUCTION	157.24
P17-04268	Houghton Mifflin Harcourt	HAYDOCK	MATL/SUPPLY-INSTRUCTION	744.34
P17-04269	Hensons Music Center	HAYDOCK	EQUIP/INSTRUCTION	538.75
P17-04270	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	288.27
P17-04271	Oriental Trading Co Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	53.84
P17-04272	Varidesk, LLC	HAYDOCK	MATL/ADMIN	425.61
P17-04273	Best Buy	HAYDOCK	MATL/SUPPLY-INSTRUCTION	256.45
P17-04276	Doubletree By Hilton - Monrovi	RITCHEN	CONF-Admin	173.88
P17-04278	Walmart	Pupil Srvs	MATL/SUP	200.00
P17-04279	Lakeshore Learning Materials-V	SORIA	MATL/SUP-Instruction	100.14
P17-04280	Rio Elementary School Distri	RITCHEN	MATL/SUP-INSTRUCTIONAL	81.30
P17-04281	Read Naturally, Inc	DRIFFILL	Books other than textbooks-instructional	436.39
P17-04282	Red Synapse III dba Slab Dream Lab	RITCHEN	MATL/SUP-Instructional	323.22
P17-04283	Lakeshore Learning Materials-V	RITCHEN	MATI/SUP-Instructional	301.66
P17-04284	Azimi Corp/dba American Food C ompany	DRIFFILL	MATL/SUPP-instructional	293.04
P17-04285	Southern Calif Edison Co	FACILITIES	Consultation Services	400.00
P17-04286	San Diego Co Office Of Ed	LEMONWOOD	Travel/Conf (Instructional)	150.00

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04287	City Of Ventura	LEMONWOOD	SERV- (Instruction)	210.00
P17-04288	Island Packers Co	CHAVEZ	PROFESSIONAL CONSULTING SERVICES-INSTRUCTIONAL	602.00
P17-04290	Handwriting Without Tears	HAYDOCK	MATL/SUPPLY-INSTRUCTION	63.03
P17-04291	Insect Lore Products	MARINA	MATL/SUPL-Instructional	68.74
P17-04292	California Science Center	RITCHEN	SERV-Instructional	510.00
P17-04293	Underwood Family Farms	MARSHALL	SERV - Instructional	980.00
P17-04294	Aquarium Of The Pacific	SORIA	SERV (Instructional)	802.50
P17-04295	Lakeshore Learning Materials-V	HAYDOCK	MATL/SUPPLY-INSTRUCTION	792.99
P17-04296	Lakeshore Learning Materials-V	HAYDOCK	MATL/SUPPLY-INSTRUCTION	123.87
P17-04297	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL-Instructional	96.94
P17-04298	Lakeshore Learning Materials-V	DRIFFILL	MATL-SUPP-instructional	736.90
P17-04299	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	352.02
P17-04300	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-04301	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-04302	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-04304	Amazon Com	DRIFFILL	Matl/Supp-instructional	131.35
P17-04305	Amazon Com	SAN MIGUEL	MATL/SUPP (M T)	276.29
P17-04306	Amazon Com	PURCHASING	INSTR MATL	32.31
P17-04309	Jordanos Inc	CNS	supplies-038	376.02
P17-04310	Gold Star Foods	CNS	supplies-driffill	934.69
P17-04314	Kagan Professional Development	HAYDOCK	MATL/SUPPLY-INSTRUCTION	953.59
P17-04315	Frys Electronics	HAYDOCK	MATL/SUPPLY-INSTRUCTION	515.48
P17-04317	AC Supply Co	HAYDOCK	MATL/SUPPLY-INSTRUCTION	386.40
P17-04318	JW Pepper And Son Inc	HAYDOCK	SERV/INSTRUCTION	991.30
P17-04321	Walmart	DRIFFILL	MATL/SUPP-instructional	538.75
P17-04322	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	32.30
P17-04324	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	38.73
P17-04325	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	478.58
P17-04327	Uline	HAYDOCK	MATL/SUPPLY-INSTRUCTION	869.54
P17-04328	Staples Direct	MCAULIFFE	MATL/SUPL-Instructional	108.80
P17-04329	School Specialty Inc	MCAULIFFE	BKS-Instructional	136.03
P17-04330	Staples Direct	RITCHEN	MATL/SUP-Instructional	103.40
P17-04331	Staples Direct	RITCHEN	MATL/SUP-Admin	263.75
P17-04332	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP-Enrollment Center	209.02
P17-04334	Casto Chapter 5	TRANSPORTATIO	CONERENCE	25.00
P17-04335	Dell Direct Sales Lp	TRANSPORTATIO	SUPPLIES	646.46
P17-04337	Ventura Co Office Of Education	Pupil Srvs	CONF	20.00
P17-04338	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	Pupil Srvs	CONF	80.00
P17-04340	Pacificom Coast Sound And	IT	SERV	675.00
P17-04342	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	REPAIR (1:1 iPads)	425.00
P17-04343	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	REPAIR (1:1 iPads)	190.00
P17-04344	Granicus, Inc	IT	SERV	750.00
P17-04347	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	454.85
P17-04348	Southwest Airlines	ASES	CONF	192.90
P17-04349	Embassy Suites Hotel Sacramen	ASES	CONF	217.95

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04351	Gopher Sport	RITCHEN	MATL/SUP-INSTRUCTIONAL	597.50
P17-04353	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-ADMIN/INSTRUCTIONAL	320.00
P17-04356	Plaza14 North American Cinem	DRIFFILL	SERV-instructional	575.00
P17-04358	Home Depot Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTIONAL	67.73
P17-04359	Home Depot Inc	MARINA	MATL/SUPL-Admin	235.75
P17-04361	Lowe's	HAYDOCK	MATL/SUPPLY-INSTRUCTION	42.57
P17-04363	Office Depot Bus Ser Div	MCAULIFFE	software-Instructional	64.64
P17-04366	Ventura Co Sch Bds Assn Attn: Stephrn Blum, Treasurer	SUPERINTENDEN	CONF	20.00
P17-04367	Amazon Com	MCKINNA	matl/sup-instructional	554.59
P17-04368	Boost Promotions	MCKINNA	mat/sup-instructional	23.71
P17-04370	Scholastic Inc	MCKINNA	matl/sup-instructional	199.00
P17-04371	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	200.32
P17-04373	Aswell Trophy And Engraving	HARRINGTON	MATS & SUPPLIES INSTRUCTION	300.00
P17-04375	Basecamp, LLC	IT	SERV (Basecamp)	500.00
P17-04376	TAKKT AMERICA HOLDING INC DBA DALLAS MIDWEST LLC	HARRINGTON	MATS & SUPPLIES INSTRUCTION	666.97
P17-04380	PORTOLA HOTEL & SPA	HR	Conf/Travel	757.28
P17-04389	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	234.03
P17-04390	School Health Corporation	WAREHOUSE	Stores Supplies	163.82
P17-04391	Douglas Needham dba/Ventura La minating	SORIA	REPAIR (Instructional)	50.00
P17-04393	Varidesk, LLC	ED SERVICES	Equipment	668.06
P17-04394	Best Buy	MARINA	COMP/SUPL-Instructional	377.11
P17-04395	Pitsco Inc	SORIA	MATL/SUP (Instructional)	61.68
P17-04396	CDW G	MARINA	SFTWR APPS-Instructional	814.64
P17-04397	ACSA	ED SERVICES	CONF	100.00
P17-04398	Amazon Com	MARSHALL	MATL/SUP - Instruction	136.70
P17-04399	Barnes And Noble	MCKINNA	matl/sup-instructional-	61.08
P17-04400	Ventura Co Office Of Education	NFL	Conf	750.00
P17-04402	BMI Educational Services	SIERRA LINDA	matl/sup - instructional	217.76
P17-04403	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - instructional	410.09
P17-04405	Southwest Airlines	ED SERVICES	CONF	224.96
P17-04406	Petroleum Telcom Inc DBA Telec om	LEMONWOOD	MAT/SUPP (Admin)	495.60
P17-04407	Mission Valley Hotel Operator Courtyard by Marriott SD	ED SERVICES	CONF	690.76
P17-04408	Office Depot Bus Ser Div	ENGLISH LEARNE	MATL/SUP (FRANK)	45.18
P17-04409	California School Boards Assoc	SUPERINTENDEN	CONF	55.00
P17-04410	Children's Museum of Santa Bar bara	KAMALA	Service/Instruction	480.00
P17-04411	Schoolmasters Safety	RISK MGMT	Materials & Supplies	941.05
P17-04412	Ventura Co Sch Bds Assn Attn: Stephrn Blum, Treasurer	SUPERINTENDEN	CONF	20.00
P17-04413	Ventura Co Office Of Education Career Ed Center	SUPERINTENDEN	CONF	100.00
P17-04418	Scholastic Inc	FREMONT	BKS - INSTRUCTIONAL	175.00
P17-04419	B & H Foto & Electronics Corp	FREMONT	Materials and Supplies - INSTRUCTIONAL	188.56

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04420	S & S WORLDWIDE, INC	FREMONT	MAT/SUP INSTRUCTION	489.97
P17-04421	Myers Stevens And Toohey And	FREMONT	INSURANCE/INSTRUCTIONAL	152.25
P17-04422	Amazon Com	FREMONT	Materials and Supplies-Instructional	369.21
P17-04425	Home Depot Inc	ED SERVICES	MATL/ SUP (FRANK)	520.31
P17-04426	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	258.56
P17-04427	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	140.06
P17-04428	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	163.07
P17-04429	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	156.19
P17-04430	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	210.00
P17-04431	Amazon Com	MARSHALL	MATL/SUP - Instruction	396.49
P17-04432	Amazon Com	MARSHALL	BKS - Instruction	228.21
P17-04433	Amazon Com	MARSHALL	MATL/SUP - Instruction	34.33
P17-04434	Amazon Com	MARSHALL	MATL/SUP - Instruction	198.45
P17-04435	Amazon Com	MARSHALL	MATL/SUP - Instruction	198.45
P17-04436	Amazon Com	MARSHALL	MATL/SUP - Instruction	226.89
P17-04437	Amazon Com	MARSHALL	MATL/SUP - Instruction	207.56
P17-04438	Ventura Co Community College D	LEMONWOOD	RENTAL	505.00
P17-04439	Cummins Allison Corp	CNS	maintenance	371.29
P17-04449	CDW G	HAYDOCK	MATERIAL/SUPPLY-INSTRUCTION	226.28
P17-04453	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	606.27
P17-04454	Home Depot Inc	HARRINGTON	MATS & SUPPLIES INSTRUCTION	500.00
P17-04455	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	373.87
P17-04456	Staples Direct	HAYDOCK	MATL/ADMIN	292.86
P17-04457	American Heart Association, Inc	LEMONWOOD	SERV (Instruction)	220.20
P17-04458	The Leukemia & Lymphoma Societ	LEMONWOOD	SERV (Instruction)	822.13
P17-04460	Epic Sports, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	164.70
P17-04463	ASI ASSOCIATES, INC ARBOR SCIENTIFIC	ED SERVICES	MATL/ SUP (FRANK)	229.43
P17-04464	Scholastic Inc	DRIFFILL	Bks other than textbooks-instructional	288.97
P17-04465	Grainger Inc	GRAPHICS	Supplies	658.62
P17-04469	School Specialty Inc	SAN MIGUEL	MATL/SUPP (Y R)	314.18
P17-04470	Discount School Supply	RITCHEN	MATL/SUP-Instructional	637.34
P17-04472	Carolina Biological Supply	ED SERVICES	MATL/ SUP	84.05
P17-04473	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	193.95
P17-04475	School Life, div of ImageStuff	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	429.41
P17-04476	Insect Lore Products	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	215.28
P17-04477	Carolina Biological Supply	ED SERVICES	MATL/ SUP (HAYDOCK)	504.05
P17-04478	Harbor Freight Tools	ED SERVICES	MATL/SUP (HAYDOCK)	323.09
P17-04479	Underwood Family Farms	RITCHEN	SERV-Instructional	952.00
P17-04480	Greg & Steve Productions	MCAULIFFE	SERV-Instructional	486.00
P17-04481	Ventura Co Office Of Education	MCAULIFFE	CONF-admin	25.00
P17-04482	Home Depot Inc	ED SERVICES	MATL/SUP (FRANK)	373.43
P17-04483	Home Depot Inc	ED SERVICES	MATL/SUP (FRANK)	46.26
P17-04486	Walmart	SAN MIGUEL	MATL/SUPP (S P)	370.64
P17-04487	Walmart	SAN MIGUEL	MATL/SUPP (S P)	100.00

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04488	National Notary Association	BUSINESS	CONF	550.00
P17-04489	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP (HAYDOCK)	191.36
P17-04490	National Notary Association	ED SERVICES	CONF	550.00
P17-04492	Grainger Inc	WAREHOUSE	Supplies	400.83
P17-04494	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	438.71
P17-04495	ACSA Region 13 Attn: Sherry Manley	Special Ed	CONF	50.00
P17-04497	Aquarium Of The Pacific	HAYDOCK	SERV/INSTRUCTIONAL	275.00
P17-04498	Aquarium Of The Pacific	HAYDOCK	SERV/INSTRUCTIONAL	275.00
P17-04499	Oriental Trading Co Inc	FREMONT	MAT/SUP-INSTRUCTIONAL	163.14
P17-04500	Amazon Com	FREMONT	Materials and Supplies-Instructional	104.96
P17-04501	Lakeshore Learning Materials-V	FREMONT	MAT/SUP INSTRUCTIONAL	149.77
P17-04502	Janelle Publications Inc	Special Ed	MATL/SUP	199.00
P17-04503	Pearson	Special Ed	MATL/SUP	258.21
P17-04504	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPP (Instruction)	46.29
P17-04505	Lakeshore Learning Materials-V	MCKINNA	Mat/sup-instructional	211.99
P17-04506	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	75.32
P17-04507	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (S P)	429.36
P17-04508	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instructional	54.37
P17-04510	Scholastic Inc	KAMALA	MATL/ SUPP- Instructional	808.52
P17-04511	Scholastic Inc	KAMALA	MATL/ SUPP- Instructional	57.75
P17-04514	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	752.10
P17-04516	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	116.34
P17-04517	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	665.85
P17-04518	Rochester 100, Inc	CURREN	mat/sup - instructional	656.20
P17-04519	Aswell Trophy And Engraving	CURREN	mat/sup - instructional	26.67
P17-04520	School Outfitters	SAN MIGUEL	MATL/SUPP (J N)	178.86
P17-04523	Taymark Anderson's	LEMONWOOD	MAT/SUP (Instruction)	120.66
P17-04524	Zeeni.com DBA Prieto Sports	DRIFFILL	MATL/SUPP-instructional	117.38
P17-04525	EverythingSmells, LLC	LEMONWOOD	MAT/SUPP (Instruction)	38.78
P17-04526	The Master Teacher, Inc	SORIA	MATL/SUP (Instructional)	311.25
P17-04527	Pitsco Inc	ED SERVICES	MATL/ SUP (FRANK)	628.34
P17-04528	Sunnyside Sea Farms	ED SERVICES	MATL/SUP (FRANK)	172.40
P17-04529	School Outfitters	MARSHALL	MATL/SUP - Instruction	711.88
P17-04530	Really Good Stuff	MARSHALL	MATL/SUP - Instruction	129.17
P17-04532	TDSA, LLC Teacher Direct	MARSHALL	MATL/SUP - Instruction	170.22
P17-04533	Innovative Learning Concepts	MARSHALL	MATL/SUP - Instruction	304.42
P17-04534	Crossbow Education Corporation	MARSHALL	MATL/SUP - Instruction	92.95
P17-04535	Lakeshore Learning Materials-V	NFL	Mat/Sup	17.22
P17-04537	CDW G	MARINA	MATL/SUPL-Instructional	162.70
P17-04538	Best Buy	DRIFFILL	MATL/SUPP-instructional	65.72
P17-04539	Batteries Plus	WAREHOUSE	Stores Supplies	351.70
P17-04540	B And R Tool and Supply Co	TRANSPORTATION	SUPPLIES	62.41
P17-04542	Educational Innovations	ED SERVICES	MATL/SUP (FRANK)	232.09
P17-04544	Ventura Co Office Of Education	ASSESS ACCOUNTING	Services	500.00
P17-04545	Pyro Comm Systems Inc	FACILITIES	Repair	400.00
P17-04546	PPG ARCHITECT COATINGS, LLC GLIDDEN PROFESSIONAL PAINT CTR	FACILITIES	Material and Supplies	717.62

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04548	Office Depot Bus Ser Div	NFL	Mat/Sup	21.40
P17-04549	Office Depot Bus Ser Div	NFL	Mat/Sup	119.00
P17-04550	Underwood Family Farms	CURREN	serv- instructional	936.00
P17-04551	Staples Direct	SIERRA LINDA	mat/sup - instructional	529.68
P17-04552	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	291.46
P17-04553	Global Equipment Co Inc	ELM	Mat/Sup - Instructional	224.98
P17-04554	Underwood Family Farms	BREKKE	SERV-Instructional	552.00
P17-04555	Ventura Co Sch Bds Assn Attn: Stephrn Blum, Treasurer	SUPERINTENDEN	CONF	20.00
P17-04556	Fresh & Fabulous Cafe-Bakery	IT	MATL/SUP	211.95
P17-04557	Hensons Music Center	HARRINGTON	MATL/SUP	129.30
P17-04558	Laser Toner & Computer Supply	BUDGET	repair/materials	238.78
P17-04559	School Tech Supply	MCKINNA	comp equip-instrucional	757.40
P17-04560	Aswell Trophy And Engraving	DRIFFILL	MATL/SUPP-instructional	817.28
P17-04561	AMLE	HAYDOCK	online subscription / INSTRUCTION	259.95
P17-04562	EARTH'S BIRTHDAY PROJECT	RAMONA	Mat/Sup-Instructional	126.61
P17-04563	Nimco Inc	RAMONA	Mat/Sup-Instructional	435.18
P17-04564	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	166.95
P17-04565	HRM USA, Inc	LEMONWOOD	MAT/SUPP (Instruction)	101.29
P17-04570	Lakeshore Learning Materials-V	CURREN	mat/sup-instructional	400.29
P17-04571	The Tree House, Inc	RISK MGMT	COMP SUPPLIES	661.85
P17-04574	Kaplan Early Learning Company	NFL	matls	215.28
P17-04576	Affordable Tables And Chairs,	ED SERVICES	RENTAL	72.00
P17-04579	FOOTWORKS YOUTH BALLETT INC	MARSHALL	SERV - Instruction	75.00
P17-04580	Scholastic Inc	MARINA	MATL/SUPL-Instructional	571.08
P17-04582	Aswell Trophy And Engraving	ED SERVICES	MATL/SUPPL	55.33
P17-04583	Gopher Sport	LEMONWOOD	MAT/SUPP (Instruction)	778.17
P17-04584	Lakeshore Learning Materials-V	LEMONWOOD	MAT/SUPP (Instruction)	173.37
P17-04585	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	309.49
P17-04586	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instruction)	50.00
P17-04587	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	155.95
P17-04588	Really Good Stuff	SIERRA LINDA	mat/sup - instructional	629.53
P17-04590	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instruction)	221.37
P17-04591	Aswell Trophy And Engraving	LEMONWOOD	MAT/SUPP (Instructional)	12.93
P17-04592	Oriental Trading Co Inc	KAMALA	Malt/ Supp- Instructional	397.40
P17-04593	US School Supply Inc	KAMALA	Malt/ Supp- Instructional	44.61
P17-04594	Rochester 100, Inc	ELM	Mat/Sup - Instructional	552.76
P17-04595	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	290.82
P17-04596	Taymark Anderson's	KAMALA	Malt/Supp- Instructional	981.60
P17-04597	Raymond Geddes And Co Inc	KAMALA	Malt/Supp- Instructional	121.28
P17-04598	Insect Lore Products	KAMALA	Mat/Supp- Instructional	85.93
P17-04599	Petroleum Telcom Inc DBA Telec om	TRANSPORTATIO	SUPPLIES	73.73
P17-04604	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional/ admin (5/2 & 5/3)	100.00
P17-04605	Staples Direct	MCKINNA	Materials & Supplies-Instructional	32.85
P17-04606	Ventura Co Star	CNS	SERV	464.12
P17-04609	Smart And Final Iris Co	DRIFFILL	MATTL/SUPP-instructional	75.43

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04610	Ventura Co Office Of Education	LEMONWOOD	TRAV/CONF (Instructional)	20.00
P17-04611	UC Regents Univ of Calif, Berk eley	KAMALA	Conf-Instruction	175.00
P17-04612	Office Depot Bus Ser Div	KAMALA	Malt/Supp- Instructional	538.75
P17-04617	Walmart	RAMONA	Mat/Supl-Instructional (TOSA)	250.00
P17-04618	Perma Bound Books	RITCHEN	MATL/SUP/ books-INSTRUCTIONAL	602.02
P17-04619	Walmart	SIERRA LINDA	mat/sup - instructional	171.66
P17-04623	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	663.50
P17-04624	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	32.23
P17-04625	Paradise Point Resort & Spa	SUPERINTENDEN	CONF	562.24
P17-04626	Dagan Sales And Marketing Inc	DRIFFILL	MATL/SUPP-instructional	646.50
P17-04628	Headsets Com Inc	PERSONNEL	mat/sup	107.75
P17-04629	AC Supply Co	HAYDOCK	MATL/SUPPLY-INSTRUCTION	160.55
P17-04631	Pearson	Special Ed	MATL/SUP	398.13
P17-04632	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	392.89
P17-04635	School Counselor Resources	ELM	Mat/Sup - Instructional	53.86
P17-04636	Demco Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	330.16
P17-04637	SitSpots	MARINA	MATL/SUPL-Instructional	64.33
P17-04638	Jones School Supply Co Inc	ELM	Mat/Sup - Instructional	210.11
P17-04639	Rochester 100, Inc	MARINA	MATL/SUPL-Instructional	175.09
P17-04640	Time For Kids	MARINA	MATL/SUPL-Instructional	640.04
P17-04641	US School Supply Inc	ELM	MATL/SUPP INSTRUCTION	925.52
P17-04642	Laser Toner & Computer Supply	BUDGET	repair of payroll printer (HP9050n)	89.00
P17-04643	Really Good Stuff	MARINA	MATL/SUPL-Instructional	43.08
P17-04644	Really Good Stuff	MARINA	MATL/SUPL-Instructional	909.63
P17-04645	Ventura Co Office Of Education	MCAULIFFE	CONF-instructional (5/15)	95.00
P17-04646	Ventura Co Office Of Education	LEMONWOOD	TRAV/CONF (Instructional)	150.00
P17-04647	Scholastic Classroom Magazines	MARSHALL	MATL/SUP - Instruction	181.50
P17-04648	Walmart	DRIFFILL	MATL/SUPP-instructional	387.90
P17-04649	Flinn Scientific Inc	DRIFFILL	MATL/SUPP-instructional	919.43
P17-04650	Genesis Education Inc	LEMONWOOD	MAT/SUPP (Instructional)	243.25
P17-04651	COUNTY OF VENTURA	CNS	other services	197.00
P17-04653	Gold Star Foods	CNS	supplies-driffill	317.65
P17-04654	Boulden Publishing	ELM	Mat/Sup - Instructional	90.29
P17-04655	Div Of The State Architect	FACILITIES	DSA fees	425.00
P17-04656	Apperson Education Products	PERSONNEL	Maint agreement	229.00
P17-04657	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	140.94
P17-04658	Lowe's	MARINA	MATL/SUPL-Instructional	8.06
P17-04661	Children's Museum of Santa Bar bara	MARINA	PROF/CONSULT - Instructional	660.00
P17-04665	Discount School Supply	RAMONA	Mat/Supl-Instru (TK/Kinde Readiness Workshopp)	158.88
P17-04676	School Health Corporation	RITCHEN	MATL/SUP-INSTRUCTIONAL	30.72
P17-04677	Edgewood Press, Inc	MARINA	MATL/SUPL-Instructional	404.13
P17-04678	Really Good Stuff	LEMONWOOD	MAT/SUPP (Instruction)	124.96
P17-04681	TAKKT AMERICA HOLDING INC DBA DALLAS MIDWEST LLC	HARRINGTON	MAT & SUPP INSTRUCTIONAL LIB MEDAI/TECH	416.99
P17-04682	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	201.08

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04683	Lakeshore Learning Materials-V	LEMONWOOD	MAT/SUPP (Instruction)	333.94
P17-04686	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (E D)	726.69
P17-04687	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	847.99
P17-04688	Barnes And Noble	ED SERVICES	BOOKS - Instructional	342.97
P17-04689	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (J C)	797.78
P17-04691	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	107.74
P17-04692	Scholastic Inc	MARINA	MATL/SUPL-Instructional	827.52
P17-04693	Scholastic Inc	MARINA	MATL/SUPL-Instructional	215.07
P17-04696	Scholastic Inc	KAMALA	Books other than Textbooks- Instructional	352.84
P17-04699	US School Supply Inc	MCKINNA	Materials & Supplies-Instructional	166.10
P17-04701	Oriental Trading Co Inc	MCKINNA	Materials & Supplies-Instructional	100.67
P17-04703	Believe Kids	MARSHALL	MATL/SUP - Instruction	924.00
P17-04704	Discount School Supply	MARSHALL	MATL/SUP - Instruction	187.46
P17-04705	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	449.10
P17-04708	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (J N)	312.98
P17-04709	Nasco Modesto	BREKKE	MAT-SUP Instructional	106.51
P17-04710	Rochester 100, Inc	MARINA	MATL/SUPL-Instructional	121.22
P17-04711	OfficeSupply.com	MARINA	MATL/SUPL-Instructional	459.53
P17-04712	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	176.45
P17-04713	Pearson Education	Special Ed	MATL/SUP	251.39
P17-04714	Innovative Learning Concepts	BREKKE	MATL/SUP SPEC ED RESOURCE SPEC	129.30
P17-04715	BYO RECREATION LLC	MARINA	MATL/SUPL-Instructional	189.96
P17-04717	It's Elementary	MARINA	MATL/SUPL-Instructional	174.49
P17-04718	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instructional	494.52
P17-04720	Oriental Trading Co Inc	ELM	MATL/SUPP/INSTRUCTIONAL	456.85
P17-04721	Seat Sack Inc 02Tech	MARINA	MATL/SUPL-Instructional	214.15
P17-04723	The Webstaurant Store, Inc	RAMONA	Mat/Sup-Instructional	15.19
P17-04724	Ultimate Office Inc	SUPERINTENDEN	SUP	293.91
P17-04727	Toys R Us Inc	RITCHEN	MATL/SUP-Instructional	400.83
P17-04728	Office Depot Bus Ser Div	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	507.30
P17-04729	JACINTO MENDETA MONICA'S FLOWE RS	ED SERVICES	MATL/SUP	240.00
P17-04731	Jostens, Inc	CURREN	mat/sup - instructional	576.62
P17-04732	Ventura Co Maritime Museum Inc Channel Islds Maritime Museu	SORIA	SERV(Instructional)	825.00
P17-04733	Fillmore & Western Railway C	MARSHALL	SERV - Instruction	800.00
P17-04737	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPP (Instruction)	15.97
P17-04740	Myers Stevens And Toohey And	FREMONT	INSURANCE/INSTRUCTIONAL	5.25
P17-04741	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	257.74
P17-04742	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	396.99
P17-04743	Office Depot Bus Ser Div	MARINA	MATL/SUPL - instruction	791.93
P17-04744	Staples Direct	MARINA	MATL/SUPL-Instructional	230.43
P17-04745	Walmart	SAN MIGUEL	MATL/SUPP (Y R)	65.00
P17-04748	Toy Depot Inc	ELM	MATL/SUPP/INSTRUCTIONAL	338.04
P17-04750	Lego Shop At Home	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	457.88
P17-04751	Lowe's	DRIFFILL	MATL/SUPP-instructional	266.90
P17-04753	Staples Direct	MCKINNA	Mat/sup-instructional	68.51
P17-04754	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	26.93

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**Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04756	Ventura Co Star	SUPERINTENDEN	SERV	143.88
P17-04757	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	SUPERINTENDEN	CONF	80.00
P17-04758	Staples Direct	SIERRA LINDA	mat/sup - office	187.31
P17-04759	Costco Wholesale	DRIFFILL	mat/supp-INSTRUCTIONAL	161.63
P17-04760	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	428.68
P17-04761	Underwood Family Farms	HARRINGTON	SERVICES- INSTRUCTION	462.00
P17-04762	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instuctional	290.75
P17-04763	NATIONAL GEOGRAPHIC SOCIETY	RITCHEN	MATL/SUP-Instructional	503.38
P17-04764	School Specialty Inc	CURREN	mat/sup - instructional	447.72
P17-04765	Night Hawks Custom Screen	RAMONA	Mat/Sup-Instructional	750.48
<b>Total Number of POs</b>			<b>364</b>	<b>Total</b>
				<b>116,928.18</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	354	112,672.62
120	CHILD DEVELOPMENT FUND	2	965.28
130	CAFETERIA FUND	7	2,890.28
214	BOND FUND MEASURE D 2016	1	400.00
<b>Total Fiscal Year 2017</b>			<b>116,928.18</b>
<b>Total</b>			<b>116,928.18</b>

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Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P17-00162	32,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	376.24
P17-00308	16,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	812.00
P17-00404	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	584.00
P17-00868	250.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	150.00
P17-00980	5,660.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P17-01001	7,128.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	648.00
P17-01432	344.07	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P17-01695	1,150.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P17-02502	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	897.13
P17-02901	308.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	109.18
P17-03624	1,386.10	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	462.04
P17-03784	855.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	30.00
P17-03924	3,100.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,900.00-
P17-04029	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00-
P17-04061	258.60	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	129.30
P17-04215	1,210.79	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	310.79
P17-04217	3,090.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	1,155.35-
P17-04303	1,019.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.35-
P17-04320	6,824.89	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,794.57-
P17-04333	3,098.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,721.25-
P17-04462	1,258.52	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	14.01
			<b>Total PO Changes</b>	<b><u>9,691.83-</u></b>

Information is further limited to: (Maximum Amount = 999.99)

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00076	Gold Star Foods	CNS	stores	30,186.65
NP17-00077	P And R Paper Supply Co	CNS	stores	5,824.32
NP17-00078	Gold Star Foods	CNS	stores	19,908.90
NP17-00079	P And R Paper Supply Co	CNS	stores	5,340.10
NP17-00080	P And R Paper Supply Co	CNS	stores	7,014.13
NP17-00081	Gold Star Foods	CNS	stores	20,561.60
P17-04166	Barnes And Noble	SIERRA LINDA	matl/sup - instructional	1,029.23
P17-04214	Troxell Communications, Inc	IT	EQUIP (Ricky/Kamala)	12,606.75
P17-04215	Mercury Disposal System, Inc	WAREHOUSE	Service	1,210.79
P17-04217	Brainpop Com Llc	LEMONWOOD	online subscription- Instructional	3,090.00
P17-04218	Ventura Co Office Of Education	HR	Prof/Consult	10,500.00
P17-04221	Ventura Co Office Of Education	HR	Prof/Consult	164,100.00
P17-04222	NSX Technologies, Inc Anywhere Cart	IT	MATL/SUP	86,200.00
P17-04223	Tolman & Wiker Ins	BUSINESS	INSURANCE	2,522.00
P17-04224	Juan Gonzan DBA Classic Uphols tery	WAREHOUSE	Materials & Supplies	3,124.75
P17-04225	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,939.50
P17-04226	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,767.51
P17-04227	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.48
P17-04228	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,371.90
P17-04232	DAVID ATKIN CONSTRUCTION INC	FACILITIES	SVC/ DEF MAINT/RA	20,757.00
P17-04235	Dave Bang Associates Inc	FACILITIES	Materials and Supplies	1,050.56
P17-04236	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Service	2,275.00
P17-04238	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Matl/Sup	1,576.17
P17-04239	MCGRAW HILL EDUCATION, INC	ERC	TextBk	103,975.87
P17-04240	Cabo Seafood Grill And Cantina	ED SERVICES	SERV	1,919.00
P17-04242	Amazon Com	BREKKE	MATLS/SUPP- Instruction	4,426.85
P17-04244	Tech-Wall Of Ventura Inc	Special Ed	SERV	1,348.00
P17-04248	CHG MEDICAL STAFFING INC DBA / COMPHEALTH MEDICAL STAFFING	Special Ed	SERV	60,000.00
P17-04249	CHG MEDICAL STAFFING INC DBA / COMPHEALTH MEDICAL STAFFING	Special Ed	SERV	70,000.00
P17-04250	Ventura Co Office Of Education	Special Ed	CONF	1,280.00
P17-04254	McDonald's Restaurant	LEMONWOOD	Mat/Supp (Instruction)	1,281.00
P17-04255	Dougherty&Dougherty Architects	FACILITIES	BOND/BLDG/MEASURE D/MCK RECONSTRUCTION	1,632,000.00
P17-04256	Ventura Co Office Of Education	Special Ed	SERV (GG111606)	45,127.98
P17-04257	Ventura Co Star	PURCHASING	SVC/LEGAL AD (HARRINGTON ECDC)	3,554.48
P17-04259	Reliable Floor Covering Co	FACILITIES	Service	1,174.48
P17-04260	Ventura Co Office Of Education	BUDGET	Contract/VCOE	150,000.00
P17-04262	Auditory Processing Center of Pasadena	Special Ed	SERV	5,000.00
P17-04274	CDW G	IT	MATL/SUP (iPad Air 2)	6,833.94
P17-04275	CDW G	IT	MATL/SUP (1:1 Encore)	1,546.21

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04289	Museum Of Tolerance Attn: Field Trip Office	FREMONT	SERV-INSTRUCTIONAL	4,330.50
P17-04303	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,019.35
P17-04307	PI Sportfishing Inc Channel Islands Marine Floatin	FRANK	Serv - Instructional	3,600.00
P17-04308	CDW G	DRIFFILL	EQUIP-instructional	4,682.74
P17-04311	Superior Sanitary Supplies	CNS	supplies	1,001.32
P17-04312	AC Supply Co	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,296.48
P17-04313	Carolina Biological Supply	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,320.93
P17-04316	Perma Bound Books	HAYDOCK	BKS/SUPPLIES- INSTRUCTION	2,669.27
P17-04319	Sharp Int, Inc	HAYDOCK	SERV/INSTRUCTION	1,400.75
P17-04320	S & S WORLDWIDE, INC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	6,824.89
P17-04323	School Specialty Inc	HAYDOCK	MATERIAL/SUPPLY-INSTRUCTION	1,438.15
P17-04326	Roadrunner Shuttle And	ASES	SERV	3,600.00
P17-04333	Living Justice Press	Pupil Srvs	MATL/SUP	3,098.25
P17-04336	Michael Robert Pena Dynamite Printing	Pupil Srvs	MATL/SUP	1,170.00
P17-04339	Ventura Co Office Of Education	Pupil Srvs	CONF	1,250.00
P17-04341	Apple Computer Inc	IT	MATL/SUP (1:1 iPads)	32,178.50
P17-04345	Granicus, Inc	IT	EQUIP/SERV (HW & Configuration)	4,771.25
P17-04346	Virganth Haur Evolving Solutions, LLC	IT	REPAIRS (1:1 iPADS)	12,715.00
P17-04350	Gopher Sport	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,503.53
P17-04352	Lego Education	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	6,722.74
P17-04354	Concepts School & Office Furn	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	7,414.58
P17-04355	BSN Sports	DRIFFILL	MATL/SUPP-instructional	1,065.11
P17-04357	Pacific OneSource Inc dbaSchool Tech Supply	DRIFFILL	Matl/Supp-instructional	4,641.87
P17-04360	Home Depot Inc	DRIFFILL	MATL/SUPP-instructional	1,810.16
P17-04362	Office Depot Bus Ser Div	IT	MATL/SUP	9,213.14
P17-04364	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,619.70
P17-04365	Frys Electronics	FREMONT	MAT/SUPP- INSTRUCTION	1,722.92
P17-04369	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	matl/sup-instructional	1,771.29
P17-04372	Lightspeed Systems Sales, Inc	IT	SERV (MDM Licenses IT)	2,000.00
P17-04374	Read Naturally, Inc	LEMONWOOD	online subscription (Instruction)	2,489.00
P17-04377	Scholastic Inc	LEMONWOOD	MAT/SUPP (Intruction)	2,564.00
P17-04378	Underwood Family Farms	MCKINNA	Serv-instructional	1,088.00
P17-04379	School Tech Supply	HR	Comp/Equip.	1,692.06
P17-04381	Apple Computer Inc	Special Ed	COMP EQUIP	1,292.96
P17-04382	Dell Direct Sales Lp	Special Ed	COMP EQUIPT/MATLS	5,937.91
P17-04383	Ventura Pest Control	FACILITIES	Service	3,030.47
P17-04384	Pyro Comm Systems Inc	FACILITIES	Service	2,000.00
P17-04385	Pyro Comm Systems Inc	FACILITIES	Service	2,775.00
P17-04386	BSN Sports	WAREHOUSE	Stores Supplies	1,855.89
P17-04387	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,901.17
P17-04388	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,349.38
P17-04392	California Science Center	ASES	SERV	6,265.00

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04401	GMH INC dba/WEST COAST AIR CON DITIONING	FACILITIES	BLDG/ DEF MAINT/ESC	40,250.00
P17-04404	Marriott San Diego	Pupil Srvs	CONF	1,761.16
P17-04414	M & J Kids Scientific, Inc dba Mad Science of Los Angeles	ED SERVICES	SERV	216,000.00
P17-04415	M & J Kids Scientific, Inc dba Mad Science of Los Angeles	RITCHEN	SERV	1,700.00
P17-04416	Oxnard Performing Arts Center	HAYDOCK	SERV	1,513.00
P17-04417	Perma Bound Books	FREMONT	BKS INSTRUCTION	3,979.37
P17-04423	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,682.47
P17-04424	Art Trek	ED SERVICES	SERV	20,000.00
P17-04440	Kamran And Co Inc	CNS	equip/supplies-044	9,286.88
P17-04441	Ventura Co Office Of Education	Special Ed	SERV (JW080310)	2,310.72
P17-04442	CANON SOLUTIONS AMERICA INC	GRAPHICS	EQUIPMENT	4,389.74
P17-04443	Ventura Co Office Of Education	Special Ed	SERV (AD091102)	20,056.88
P17-04444	Lindamood-Bell Learning Proces ses	Special Ed	SERV	100,000.00
P17-04445	MYTHERAPYCOMPANY LLC	Special Ed	SERV	25,000.00
P17-04446	B & H Foto & Electronics Corp	HAYDOCK	MATL/SUPPLY-Instruction	1,290.50
P17-04447	CENTER FOR MATHEMATICS & TEACH ING INC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	5,652.00
P17-04448	Printech	HAYDOCK	EQUIP/ADMIN	7,138.44
P17-04450	Apple Computer Inc	HAYDOCK	COMPUTER/SUPPLY-INSTRUCTION	1,965.36
P17-04451	CDW G	IT	MATL/SUP	24,243.75
P17-04452	Hensons Music Center	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,260.88
P17-04459	Multi Business Systems	BUDGET	School Supplies	1,120.60
P17-04461	Petroleum Telcom Inc DBA Telec om	DRIFFILL	MATL/SUPP-instructional	2,913.83
P17-04462	Scholastic Inc	DRIFFILL	BKS other than textbooks-instructional	1,258.52
P17-04466	3 Chords, Inc Therapy Traveler s	Special Ed	SERV	26,000.00
P17-04467	3 Chords, Inc Therapy Traveler s	Special Ed	SERV	32,000.00
P17-04468	RINCON CONSULTANTS INC	FACILITIES	BOND/BLDG/MCK-CEQA COMPLIANCE SVCS	2,967.00
P17-04471	CDW G	CHAVEZ	MATEIALS AND SUPPLIES-INSTRUCTIONAL	1,885.63
P17-04474	CN School & Office Sol, Inc Cu lver-Newlin	ROSE	EQUIPMENT - INSTRUCTIONAL	4,578.81
P17-04484	Home Depot Inc	ED SERVICES	MATL/SUP (FRANK)	1,076.11
P17-04485	Blick Art Materials	HAYDOCK	MATL/SUPPLY-INSTRUCTION	3,497.75
P17-04491	Staples Direct	ED SERVICES	MATL/SUPPL	1,000.00
P17-04493	Santa Barbara Airbus	HAYDOCK	SERV/INSTRUCTIONAL	2,880.00
P17-04496	BARNES CHARTER, INC	HAYDOCK	SERV/INSTRUCTIONAL	1,752.75
P17-04509	Perma Bound Books	FREMONT	BKS INSTRUCTION	2,146.56
P17-04512	Perma Bound Books	KAMALA	Books other than textbooks-instruction	1,001.19
P17-04513	Scholastic Inc	KAMALA	MATL/SUPP- Instructional	2,359.50
P17-04515	Oriental Trading Co Inc	DRIFFILL	MATL/SUPP-instructional	1,521.90
P17-04521	Ground Penetrating Radar Syste ms, Inc	FACILITIES	Repair	1,449.24
P17-04522	Pete Vargas Vargas Signs	RITCHEN	MATL/SUP-Instructional	1,312.50

\*\*\* See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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## Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04531	Sweetwater Sound Inc Sweetwater r Music Ed Tech	KAMALA	MALT/ SUPP- Instructional	1,605.48
P17-04536	ACSA	MARINA	TRAVL-CONF-Admin	1,565.00
P17-04541	Flinn Scientific Inc	ED SERVICES	MATL/ SUPP (FRANK)	15,228.68
P17-04543	A-1 TRUCK & EQUIPMENT INC	FACILITIES	Repairs	4,261.28
P17-04547	CUE, INC	CURREN	conf - instructional	1,194.00
P17-04566	Printech	HARRINGTON	EQUIPMENT INSTRUCTION	3,432.69
P17-04567	Crestline Company Inc	HARRINGTON	MATS & SUPPLIES INSTRUCTION	2,001.12
P17-04568	CDW G	IT	MAT/SUP (1:1 iPad Cases)	1,831.75
P17-04569	Pacific OneSource Inc dbaSchoo l Tech Supply	DRIFFILL	MATL/SUPP-instructional/computers	6,854.56
P17-04572	Orbotix, Inc	KAMALA	Equipment-Instructional	4,305.30
P17-04573	Aleph Objects, Inc	KAMALA	Equipment/supplies- Instructional	2,075.59
P17-04575	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	Bks other than textbk-instructional	4,112.57
P17-04577	California Lutheran University	ELM	SERV - Instructional	3,000.00
P17-04578	ACCELERATE LEARNING INC	MARSHALL	SOFTWARE - Instruction	1,141.18
P17-04581	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,538.87
P17-04589	Larry Gonzales dba 3G Promotio nal Products	ED SERVICES	MAT/SUP	2,187.63
P17-04600	GOBULK.COM	LEMONWOOD	MAT/SUPP (Instructional)	1,403.71
P17-04601	Pacific OneSource Inc dbaSchoo l Tech Supply	IT	MATL/SUP	3,961.97
P17-04602	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,180.94
P17-04603	ACSA	ED SERVICES	CONF	1,455.00
P17-04607	California Marquee	ELM	REPAIR - Instructional	2,880.50
P17-04608	The Outdoor School	MARSHALL	SERV - Instruction	19,002.00
P17-04613	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,749.54
P17-04614	Veritiv Operating Company	WAREHOUSE	Stores Supplies	7,588.62
P17-04615	NOLTE ASSOCIATES INC	FACILITIES	BOND/BLDG (DSA IOR SVCS - HAR FENCE PROJ)	22,400.00
P17-04616	MNS ENGINEERS INC.	FACILITIES	BOND/SITE/SURVEY SVCS/MCKINNA RECONSTRUCTION	31,285.00
P17-04620	Amazon Com	FREMONT	Materials and Supplies-Instructional	1,937.56
P17-04621	POWER PROMOTIONS, INC	HR	Supp	1,511.28
P17-04622	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,080.48
P17-04627	Home Depot Inc	RAMONA	Matl/Sup- Instruction	1,000.00
P17-04630	Premier Agendas Inc	FRANK	Matl/Sup - Instructional	10,579.38
P17-04633	General Binding Corp.	ROSE	NON-CAPITALIZED EQUIP - INSTRUCTIONAL	1,804.50
P17-04634	Lego Education	ELM	Matl/Sup - Instructional	12,891.86
P17-04652	Ellison Educational Equip	SIERRA LINDA	matl/sup - office	1,085.11
P17-04659	AMERICAN MUSICAL SUPPLY	HARRINGTON	EQUIP/MATL-SUP/WIRELESS MIC-MIXER	1,616.25
P17-04660	Sinclair Sanitary Supply Inc	WAREHOUSE	STORES	3,223.88
P17-04662	Troxell Communications, Inc	FREMONT	EQUIPMENT / INSTRUCTIONAL	2,144.23
P17-04663	Oriental Trading Co Inc	RAMONA	Matl/Sup- Instructional (CHAMPS)	2,309.51
P17-04664	School Specialty Inc	ED SERVICES	MAT/SUP	32,861.60
P17-04666	Nasco Modesto	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,673.33

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ESCAPE ONLINE

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**Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount	
P17-04667	Scholastic Inc	LEMONWOOD	MAT/ SUPP (Instruction)	2,997.30	
P17-04668	Premier Agendas Inc	FREMONT	MAT/SUP INSTRUCTION	3,595.54	
P17-04669	Perma Bound Books	SIERRA LINDA	books- instructional (library)	1,141.24	
P17-04670	FOLLETT SCHOOL SOLUTIONS, INC	SIERRA LINDA	books - instructional (library)	4,245.76	
P17-04671	Handwriting Without Tears	CURREN	matl/sup - instructional	1,050.56	
P17-04672	Perma Bound Books	LEMONWOOD	MAT/ SUPP (Instructional)	2,318.23	
P17-04673	Premier Agendas Inc	HARRINGTON	MATS & SUPPLIES INSTRUCTION	1,696.76	
P17-04674	Oriental Trading Co Inc	ASES	MATL/SUPL	1,348.07	
P17-04675	Oriental Trading Co Inc	ASES	MATL/SUPL	3,037.48	
P17-04679	FOLLETT SCHOOL SOLUTIONS, INC	SIERRA LINDA	books - instructional (library)	3,055.18	
P17-04680	Perma Bound Books	ELM	BKS - Instructional	7,832.76	
P17-04684	Flinn Scientific Inc	FREMONT	MAT/SUP INSTRUCTION	1,064.29	
P17-04685	Guitar Center	DRIFFILL	EQUIP/MATL/SUPP-instructional	3,993.90	
P17-04690	School Mate	CURREN	matl/sup - instructional	3,386.25	
P17-04694	Fausset Printing	ENGLISH LEARNE	MATLS/SUPPL	1,374.89	
P17-04695	Perma Bound Books	KAMALA	Books Other than Textbooks- Istructional	1,633.66	
P17-04697	Aswell Trophy And Engraving	BREKKE	MATL/SUPP- Instruction	4,821.81	
P17-04698	School Life, div of ImageStuff	ELM	Mtl/Sup - Instructional	1,049.77	
P17-04700	LA LIBRERIA	ELM	BKS- Instructional	5,965.37	
P17-04702	Really Good Stuff	MARINA	MATL/SUPL-Instructional	2,097.57	
P17-04706	Museum of Science	ASES	Matrl/ Supl	60,219.78	
P17-04707	ADVANCED CLASSROOM TECHNOLOGIE S, INC	RAMONA	mat/ equip-Instructional	1,615.17	
P17-04716	DELTA EDUCATION	KAMALA	Matl/ Suppl- Instructional	5,246.25	
P17-04719	Scholastic Inc	MARINA	MATL/SUPL-Instructional	1,734.59	
P17-04722	CDW G	MCKINNA	matl/sup-instructional	1,131.38	
P17-04725	Jostens, Inc	SORIA	MATL/SUP (Instructional)	2,048.20	
P17-04726	Hilton Garden Inn Oxnard	ED SERVICES	Rental	1,770.00	
P17-04730	Jostens, Inc	CURREN	matl/sup - instructional	1,745.55	
P17-04734	360 Degree Customer, Inc	Special Ed	SERV (RUTZ)	31,200.00	
P17-04735	The Boomerang Project	ED SERVICES	CONF	2,795.00	
P17-04736	Hilton Palm Springs	ELM	CONF/INSTRUCTIONAL	1,050.62	
P17-04738	ATDLE	ELM	Conf - Instructional	1,390.00	
P17-04739	Div Of The State Architect	FACILITIES	DSA Fees	5,835.80	
P17-04746	Schwabe Books	KAMALA	Books other than Textbooks- Instructional	1,129.97	
P17-04747	NATIONAL GEOGRAPHIC SOCIETY	ED SERVICES	MATL/SUPP - Instructional	9,143.93	
P17-04749	Sparks Program-Institutes	MCKINNA	matl/sup-istructional	6,571.37	
P17-04752	Schwabe Books	ED SERVICES	MATL/SUPP - Instructional	12,930.00	
P17-04755	PLAYCARE WISCONSIN INC dba BEL SON OUTDOORS LLC	RAMONA	Equip-Instructional	1,770.33	
P18-00001	Nigro & Nigro Pc	BUSINESS	SVC	63,875.00	
<b>Total Number of POs</b>			<b>199</b>	<b>Total</b>	<b>3,746,927.73</b>

**Fund Recap**

Fund	Description	PO Count	Amount
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\*\*\* See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

**Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\***

**Fund Recap**

<b>Fund</b>	<b>Description</b>	<b>PO Count</b>	<b>Amount</b>
010	GENERAL FUND	185	1,891,722.35
130	CAFETERIA FUND	8	99,123.90
213	BOND FUND MEASURE R 2012	1	3,554.48
214	BOND FUND MEASURE D 2016	4	1,688,652.00
		<b>Total Fiscal Year 2017</b>	<b>3,683,052.73</b>
010	GENERAL FUND	1	63,875.00
		<b>Total Fiscal Year 2018</b>	<b>63,875.00</b>
		<b>Total</b>	<b>3,746,927.73</b>

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ESCAPE ONLINE

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Includes Purchase Orders dated 04/05/2017 - 05/03/2017 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00662	748,580.44	010-6210	GENERAL FUND/ARCHITECT/ENGINEERING FEES	3,000.00
P17-00084	15,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P17-00123	3,824.00	010-4323	GENERAL FUND/HVAC SUPPLIES	1,893.27
P17-00151	19,780.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,500.00
P17-00176	8,400.00	010-4324	GENERAL FUND/PAINTING SUPPLIES	1,500.00
P17-00302	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P17-00336	4,800.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	1,864.22
P17-00470	29,000.00	010-4310	GENERAL FUND/FUEL	1,615.33
P17-00472	14,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,126.06
P17-00579	4,420.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,800.00
P17-00739	5,390.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,290.00
P17-00785	15,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P17-00800	384,100.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	204,100.00
P17-01021	1,471,000.00	130-4700	CAFETERIA FUND/FOOD	180,000.00
P17-01094	1,000,000.00	010-5899	GENERAL FUND/ATTORNEY FEES	650,000.00
P17-01570	84,600.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,800.00
P17-01690	157,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	20,000.00
P17-02817	30,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	24,000.00
<b>Total PO Changes</b>				<b>1,119,988.88</b>

Information is further limited to: (Minimum Amount = 1,000.00)

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ESCAPE ONLINE

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OSD BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: May 17, 2017

- A. Preliminary Study Session Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Establish/Abolish/Increase/Reduce Hours of Position (Koch)**

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**Establish**

an eight hour, 180 day Family Liaison, position number 8179, to be established in the Special Education department. This position will be established to provide additional support to the families of special education preschool students.

an eight hour, 180 day Family Liaison, position number 8180, to be established in the Special Education department. This position will be established to provide additional support to the families of special education preschool students.

an eight hour, 246 day Human Resources Assistant, position number 8183, to be established in the Certificated Human Resources department. This position will be established to provide additional support for leave tracking and management.

**FISCAL IMPACT:**

Cost for Family Liaison-\$61,665 General fund

Cost for Family Liaison-\$61,665 General fund

Cost for HR Assistant-\$71,845 General fund

**RECOMMENDATION:**

It is the recommendation of the Director, Classified Human Resources, that the Board of Trustees approve the establishment of positions, as presented.

**ADDITIONAL MATERIAL:**

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: May 17, 2017

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Personnel Actions (Vaca/Koch)**

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The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

**ADDITIONAL MATERIAL:**

Attached: Classified Personnel Actions (1 page)  
Certificated Personnel Actions ( page)

## CLASSIFIED PERSONNEL ACTIONS

May 17, 2017

**New Hire**

Sanders, Ellie	Paraeducator III, Position #7926 Special Education 5.75 hrs./183 days	05/04/2017
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**Exempt**

Reyes, Belinda	Campus Assistant	04/27/2017
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**Limited Term**

Garcia Mendoza, Arturo	Custodian	04/25/2017
Lopez, Gabriel	Custodian	04/25/2017
Urango, Desirae	Custodian	04/25/2017

**Transfer**

Quezada, Alicia	Paraeducator I, Position #7829 McKinna 5.0 hrs./183 days Paraeducator I, Position #7226 English Learner Services 5.0 hrs./183 days	05/08/2017
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**Resignation**

Tejeda, Tyler	Vehicle & Equipment Mechanic Transportation 8.0 hrs./246 days	05/17/2017
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**Retirement**

Vasquez, Ana Lilia	Preschool Teacher (B), Position #1207 McKinna 4.0 hrs./183 days	06/16/2017
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**CERTIFICATED PERSONNEL**

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

**NEW HIRES**

Blough, Susan	Substitute Teacher	2016/2017 School Year
Loebe, Laura	Substitute Teacher	2016/2017 School Year

**Resignations**

Abarca, Juanita	ELA Teacher , Chavez	06/16/2017
Fluke, Mary Lisa	Sped M/S Teacher, Brekke	06/16/2017
Moorghen, Jona	Assistant Principal, Haydock	06/30/2017

**Retirement**

Pulido, Andrea	Teacher, McKinna	06/17/2017
Wright, Roger	RSP Teacher, Rose	06/17/2017

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 17, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_  
Agreement Category: \_\_\_\_\_  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Declaration of Need for Fully Qualified Educators for the 2017-18 School Year (Vaca)**

Form CL- 500 is issued by the State of California Commission on Teacher Credentialing. This form is a Declaration of Need for Fully Qualified Educators. By submitting this annual declaration, the District is certifying a diligent search to recruit fully prepared teachers for any assignments made, or if a suitable fully prepared teacher is not available, the District will make a reasonable effort to recruit, based on the priority stated on the form submitted.

This authorizes the District to hire a teacher under an intern program or a limited assignment permit. The District does not anticipate the need for any non-fully qualified teachers. This application is required by the State of California Commission on Teacher Credentialing and is only for precaution.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2017-2018 school year and authorize its submission to the State of California Commission on Teacher Credentialing.

**ADDITIONAL MATERIAL(S):**

- Form CL-500: Declaration of Need for Fully Qualified Educators (three pages)
- Form CL-505a: Annual Statement of Need; 30-Day Substitute & Designated Subjects Career Technical Education 30-Day Substitute Teaching Permits (two pages)

**DISTRICT GOAL(S):**

Goal One - All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2017-2018

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Oxnard School District District CDS Code: 72538

Name of County: Ventura County CDS Code: 56

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 /17 /17 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2018.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Dr. Cesar Morales</u>		<u>Superintendent</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>805-483-7426</u>	<u>805-385-1501</u>	<u>05/17/2017</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>1051 S. A Street Oxnard, CA 93030</u>		
<i>Mailing Address</i>		
<u>drcmorales@oxnardsd.org</u>		
<i>E-Mail Address</i>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	5 _____
Bilingual Authorization (applicant already holds teaching credential)	5 _____
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	5 _____
Teacher Librarian Services	1 _____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	5
Special Education	5
TOTAL	15

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. The district participates in a university internship program.

Does your agency participate in a Commission-approved college or university internship program? Yes  No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.  
California State Universities (Channel Islands, Dominguez Hills, Northridge)  
California Lutheran University, University of La Verne, University of California  
Santa Barbara, Azusa Pacific University, National University

If no, explain why you do not participate in an internship program.  
 \_\_\_\_\_  
 \_\_\_\_\_





State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

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### INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

*References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026*

**This form must be signed by either:**

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

**OR**

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

**Certification and Authorized Signature**

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

**OR**

The situation or circumstances that necessitate the use of an emergency permit holder are as follows: (Attach additional sheets, if necessary.)

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I hereby certify that all of the information contained in this statement of need is true and correct.

	Oxnard School District	05/17/2017
<i>Signature of the District Superintendent</i>	<i>District</i>	<i>Date</i>
	Ventura	
<i>Signature of the County Superintendent of Schools</i>	<i>County</i>	<i>Date</i>

*It is not necessary to submit this form to the Commission on Teacher Credentialing.*

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 17, 2017**

- A. Preliminary Study Session Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda Agreement Category: \_\_\_\_\_
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2016-17 Collective Bargaining Agreement (Vaca)**

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The Oxnard School District (District) and the Oxnard Educators Association have reached a tentative agreement for the 2016-2017 school contract year. The negotiating teams met from January 2017 through April 2017. The following individuals participated in the sessions:

OEA Bargaining Team

Robin Lefkovits, OEA President  
Diana Duarte, Teacher, McAuliffe  
Anjanette Carrillo, Teacher, Ritche  
Manuel Hernandez, Teacher, Ritche  
Andrea Pulido, Teacher, McKinna  
Patty Zamora, Teacher, Haydock  
Mary Jordan, CTA Union Representative  
Ginny Jannatto, CTA Union Representative

District Bargaining Team

Dr. Jesus Vaca, Asst. Superintendent, HR  
Lisa Cline, Deputy Superintendent, CBO  
Teri Gern, Director, Certificated HR  
Kelly Castillo, Principal, Curren  
Greg Brisbane, Principal, Fremont  
Anna Thomas, Director, CIA  
Dr. Ana DeGenna, Director, DL Programs  
Paulina Pierce, Recording Secretary

The following articles were revised:

- ARTICLE VI: LEAVES OF ABSENCE
- ARTICLE VII: TRANSFERS AND REASSIGNMENTS
- ARTICLE XX: EMPLOYEE BENEFITS (Memorandum of Understanding “MOU”)
- ARTICLE XIII: CALENDAR
- ARTICLE XIV: PARTIAL AND SCHOOL-WIDE CONTRACT VARIANCE
- ARTICLE XVI: SAFETY AND SCHOOL CLIMATE (Language & MOU)
- ARTICLE XIX: SALARIES
- ARTICLE XXVIII: TERM OF AGREEMENT
- MOU ZERO PERIOD FOR 7<sup>th</sup> & 8<sup>th</sup> Grade for SORIA, K-8

**FISCAL IMPACT:**

\$3,338,531 from the general fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2016-2017 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

**ADDITIONAL MATERIAL(S):**

- Revisions to 2016-17 Collective Bargaining Agreement between the District and OEA (12 pages)
- MOUs re: health insurance plan opt-outs, safety and school climate, Soria zero period (three pages)
- 2016-17 Salary Schedule (Credentialed Teachers) (one page)
- District calendars for 2017-18, 2018-19, 2019-2020, 2020-2021, 2021-2022 (five pages)
- Site Math Mentor and Site Technology Mentor Job Descriptions (two pages)

**DISTRICT GOALS (S):**

District Goal One: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

## Agreement reached between OSD and OEA for 2016-17

### **ARTICLE VI: LEAVES OF ABSENCE**

#### **CATASTROPHIC SICK LEAVE ~~DONATION PLAN BANK~~**

~~\_\_\_\_\_ A unit member may donate up to three (3) days of sick leave per year to a catastrophic leave plan subject to the terms and provisions of this section. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Paragraph 1, Sick Leave, above.~~

~~\_\_\_\_\_ Only a permanent employee, who, as a result of a catastrophic illness or injury, as defined below, has exhausted all paid personal injury and illness leave entitlement, may request and utilize the leave provided hereunder. No such leave may be drawn for an injury or illness which arises out of employment.~~

~~\_\_\_\_\_ A catastrophic injury or illness shall be defined as any injury or illness which for a period of not less than ninety (90) consecutive days, has caused an employee to be incapacitated from the performance of duty as an employee of the District, or is reasonably certain to result in such incapacity for ninety (90) consecutive days, based upon competent medical evidence.~~

~~\_\_\_\_\_ An employee who qualifies for a catastrophic injury or illness leave may not draw upon such leave until exhaustion of all paid illness and injury leave, including differential pay leave.~~

~~\_\_\_\_\_ (1) Unit members wishing to solicit donations of sick leave shall provide the Assistant Superintendent of Human Resources and Support Services with a written request to participate in the program. The request shall include a description of the injury or illness necessitating the request. A verification of the information in the request from the unit member's physician shall be attached. Family members or Association representatives may draft a request in cases where injury or illness prevents the unit member from completing a request. The above information shall be confidential in nature and for personnel office use only.~~

~~\_\_\_\_\_ (2) The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) work days from the date the notice is published. The notice shall include the name of the requesting unit member and work site. The nature of their injury or illness will be provided only if written authorization is received directly from the unit member and/or family representative.~~

~~(3) Employees may donate up to a maximum equivalent of three (3) days of sick leave per year. Employees may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below the equivalent of twenty (20) days. Donations of sick leave shall be submitted to the District Personnel Office on a form provided by the District. Donations shall be transferred in equal amounts from those who contributed to the leave balance of the unit member requesting the donation, regardless of the classification/salary of employees donating and receiving donations. The District shall provide employees donating leave with a verification of sick leave days transferred to the requesting unit member. Donation will be processed and applied and days will be equally divided among those donating. Unused donation days will be returned to the donor.~~

~~(4) Employees receiving donations shall be limited to a maximum of fifty (50) days.~~

~~If any provision of this section is held to be unlawful, then this entire section shall be null and void.~~

~~This section supersedes and satisfies any obligations of the District under Education Code section 44043.5.~~

**1. The intent of the Catastrophic Leave Bank is to provide bargaining unit members economic relief for devastating personal health circumstances.**

**Catastrophic Leave may not be used for:**

- a. Elective Surgery
- b. Personal Necessity Leave
- c. Normal Pregnancy
- d. Substance Abuse Rehabilitation
- e. Bereavement

**2. The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 2017. The Catastrophic Leave Bank shall be funded in accordance with the terms below.**

**3. For the purposes of this section, a “day” shall be any day a unit member is expected to be on duty, as determined by the terms of the Agreement.**

**4. Days in the Catastrophic Leave Bank shall accumulate from year to year.**

**5. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.**

**Eligibility and Contributions**

1. All bargaining unit members are eligible to contribute to the Catastrophic Leave Bank provided that the bargaining unit member has at least one (1) sick leave day to contribute.
2. Participation is voluntary, but requires contribution to the Bank as defined in 4 below. Only contributors will be permitted to withdraw from the Bank.
3. Contributions shall be made during the enrollment period between July and the last duty day in October of each school year. Bargaining unit members returning from extended leave which included the enrollment period and new hires, will be permitted to contribute within 30 calendar days of beginning work.
4. The annual rate of contribution by each participating bargaining unit member for each school year shall be one (1) day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code Section 44043.5 up to a maximum of one-half (1/2) of the bargaining unit member's annual accrual. Bargaining unit members serving in part time assignments shall also make a minimum annual contribution equal to the length of their work day.
5. The contribution, on the appropriate form, shall be authorized by the bargaining unit member and continued from year to year until canceled by the bargaining unit member. A bargaining unit member's eligibility for the Bank terminates automatically if she/he fails to make the required annual contribution. Cancellation, on the proper form, may be effected at any time and the bargaining unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the bargaining unit member effects cancellation.
6. If the number of days in the Bank at the beginning of a school year exceeds 800, no contribution shall be required of returning bargaining unit members for that year. Those bargaining unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one day to the Bank. An additional day of contribution will be required of participants if the number of days in the Bank falls below 50. Catastrophic Leave Bank bargaining unit members who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible.

#### **Withdrawal from the Bank**

1. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a bargaining unit member for over ten (10) consecutive duty days, or that incapacitates a member

of the bargaining unit member's family, and which requires the employee to take time off from work to care for that family member, as defined in Education Code 44043.5(1). This definition does not include worker's compensation related injuries or illnesses.

2. Bargaining unit members must use all sick leave available to them, but not differential leave as defined in Article VI, Sick Leave, 1.c, before eligible for a withdrawal from the Bank. Approved withdrawals shall become effective immediately upon the exhaustion of the bargaining unit member's accrued sick leave.

3. If a bargaining unit member is incapacitated, applications may be submitted by the participant's agent or member of the bargaining unit member's family.

4. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than fifty (50) duty days. Bargaining unit members may submit a request for an extension of a withdrawal for one (1) additional fifty (50) allotment for each catastrophic illness or injury. Catastrophic leave days not used by the bargaining unit member shall be returned to the Catastrophic Leave Bank.

5. Participants in the Bank shall make requests for withdrawal of days to Human Resources and Support Services and will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence. If the request for withdrawal is for the illness or injury of a family member, the doctor's statement shall also indicate the need of the family member to receive care. Human Resources and Support Services will verify that the bargaining unit member has contributed to and is eligible for withdrawal from the Catastrophic Leave Bank, and will determine if the bargaining unit member has made a previous withdrawal. The request will be approved or denied jointly by the OEA President or designee, and the Assistant Superintendent of Human Resources or designee. A decision will be rendered within fifteen (15) working days from receipt of the request.

6. If the request is approved, the bargaining unit member making the request shall be notified in writing of the approval, including the anticipated number of days to be withdrawn.

7. If the request is denied, the bargaining unit member making the request shall be notified in writing of the denial. The bargaining unit member may appeal the denial to a review committee consisting of one (1) District representative and two (2) Association representatives. The designated review committee must



come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The decision of the review committee shall be reported in writing to the bargaining unit member within ten (10) duty days. This decision shall be final and not subject to the grievance process of the Agreement.

#### **Administration of the Bank**

1. Human Resources and Support Services shall have the responsibility of maintaining the records of the Catastrophic Leave Bank.
2. Human Resources and Support Services shall provide application forms for contributions to bargaining unit members annually.
3. By November 30 of each school year, District representatives shall provide the Association with the total available number of accumulated days contributed by bargaining unit members for the current year and the names of participating bargaining unit members.
4. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

#### **ARTICLE VII: TRANSFERS AND REASSIGNMENTS**

**6-5. THE FIRST DAY OF INSTRUCTION** Vacancies which occur on or after the first day of the instructional school year, notwithstanding any or all of the above provisions, will be filled through one of the following alternatives:

- (a) Hiring of temporary employees or probationary employees; or
- (b) Contract procedures outlined above

In the event the District utilizes option (a) above, the vacancy shall be posted and filled for the ensuing school year pursuant to applicable contract procedures outlined in Sections 1 through 4 above. The temporary or probationary employee filling the vacancy shall have no rights to said position **and the employee will be notified of this at the time of hire.**

6. A bargaining unit member (a) whom the District involuntarily transfers to another school site after the first student instructional day; (b) who has been displaced and is returning to his/her original school site after the first student instructional day; or (c) who was released from employment pursuant to a Reduction in Force, who accepted a temporary assignment and accepts re-employment to a permanent or probationary assignment after the first student instructional day shall, upon request, be provided assistance in moving his/her personal and classroom materials, receive one (1) day of student free preparation

time, *and receive eight (8) hours compensation, paid at the current hourly rate. If a bargaining unit member's class is involuntarily moved from one location to another location within the same work site, he/she shall be provided assistance in moving his/her personal and classroom materials and *will receive eight (8) hours compensation, paid at the current hourly rate.**

5 7. **SPECIAL EDUCATION CLASSES** Any special education class that is transferred to a new school site, the current teacher is automatically transferred with that class. In the event a new special education class is formed (different grade level(s) and/or classification, etc.) at the former school site, the teacher who transferred with his/her class may apply for the new position.

7 8. **NEW-HIRES** Notwithstanding any provision of this Agreement to the contrary, once assigned, any newly-hired or re-hired teacher shall be ineligible to exercise transfer or reassignment rights described herein during his/her first year of contract service with the District. A first year probationary teacher or rehired teacher may apply for available openings at the end of his/her first year of employment, as openings occur for the following year.

8-9. **GRADE LEVEL REDESIGNATION OR ADDING/DELETING OF CLASSES**

The following procedures are to be followed in reassigning certificated staff who are affected by grade level re-designation or adding/deleting of class(es) at a particular grade level at the elementary level and content area at the intermediate level:

**10. Site Mentor Teacher Selection Procedures:**

The District will utilize the following process for the filling of Site Mentor Teachers.

a. The Site Selection Committee for the school site positions shall be comprised of the principal and two (2) members of the site Leadership Team.

b. The filling of the vacancy shall be for one year. The candidate shall be selected by the principal, with input from the two members of the Leadership Team. The candidate will be selected based on credentials, experience/training applicable to the position, relevant coursework in major, minor and post-graduate training. Seniority shall be the overriding factor when choosing among candidates with similar qualifications.

## ARTICLE XIII: CALENDAR

1. ~~Effective the 2012-2013 and 2013-2014 school year, required work days for single-track schools~~ **There** will be one hundred eighty-three (183) teacher **work/duty** days which shall include:

- a. a maximum of one hundred eighty (180) “pupils in session” days,
- b. one pupil free **teacher directed** preparation day (**no meetings**),
- c. two **pupil free** duty/work days for staff development **and/or site staff meeting**,
- d. four **pupil** minimum days for fall parent/teacher conference,
- e. two **pupil** minimum days for spring parent/teacher conference,
- f. one **teacher/pupil** minimum day for Back to School Night,
- g. one **teacher/pupil** minimum day the day before the commencement of winter break, and
- h. one **teacher/pupil** minimum day on the last instructional day of the school year.

### 2. Staff Development Days

Certificated attendance on staff development **and/or site staff meeting** days is mandatory for all bargaining unit members. Paid sick leave will be the only paid leave allowed except for reasons stated in subparagraphs (a), (b) and (c) under Personal Necessity; appropriate verification may be required.

All staff development activities for the two pupil free days (**1. c**) shall be site-based and shall be developed by each site, with unit member involvement, unless the District determines, at its sole discretion, that it is necessary to use up to one Staff Development Day per year to conduct District-wide professional development.

### 3. Modified Work Year

~~For non-classroom unit members (e.g., resource, special education, migrant, specialists, etc.), the District may implement extended tracks not exceeding the agreed-upon number of working days. The District shall first seek volunteers for such tracks; if the number of volunteers is not sufficient, the District may assign employees to such tracks.~~

~~The modified work year schedule shall provide for at least one (1) break of four (4) weeks' duration unless waived by the affected unit member.~~

~~The affected unit member and the appropriate district or site administrator will attempt mutually to agree upon a schedule; if they cannot agree, the administrator shall make the final decision. The unit member may appeal the administrator's decision through the Complaint Procedure that exists in written Board policy as of May 1982.~~

Agreement was reached on calendars for the ~~2014-2015, 2015-2016 and 2016-2017~~ school years **2017 through 2022**. These calendars are attached to this Agreement and incorporated herein.

#### **ARTICLE XIV: PARTIAL AND SCHOOL-WIDE CONTRACT VARIANCE**

##### **3. School-Wide Contract Variances**

- (f) The number of affirmative votes required for the passage of the proposed contract variance corresponds to no less than two-thirds of the total number of OEA bargaining unit members at that school site and NOT merely two-thirds of the ballots placed in the ballot box. ALL TEACHERS **(excluding any part-time temporary teachers)** MAY EXERCISE THEIR RIGHT TO VOTE REGARDLESS OF WHETHER THEY ARE RETIRING, RESIGNING, GOING ON A LEAVE OF ABSENCE, OR TRANSFERRING TO ANOTHER SCHOOL, ETC.

#### **ARTICLE XVI: SAFETY & SCHOOL CLIMATE CONDITIONS**

**1. The District and Association affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with teachers and other adults at school. Teachers cannot provide the highest level of instruction and engagement to promote increased student achievement if there are frequent disruptions by students. We jointly recognize the need to work toward safe schools that are free from weapons, drugs, bullying, violence, prejudice, discrimination and disruption. To that end, the District and Association are committed to positive and consistent discipline protocols within our schools. We acknowledge that consequences must exist for behaviors that threaten the safety of others and interfere with learning. Together we are committed to promoting practices that support positive relationships and**

strengthen school climate to minimize interruptions and maximize student learning. To foster implementation of positive behavior interventions and supports (PBIS), the District will provide assistance to schools in the development, implementation, and evaluation of school-wide approaches. A PBIS team will be created at each school site, composed of bargaining unit members, administrator(s), paraprofessionals, and other staff members and students as appropriate. Any interested staff member will be given the opportunity to participate on the team, although the principal may limit the size of the team to ensure it functions as intended. Participation in the PBIS Team is voluntary. The school level team will be charged with the following tasks:

- a. Develop site-specific plans to promote a positive school climate and high standards of student conduct;
- b. Review data on school-wide safety and climate trends, identify causes, potential solutions and interventions, and recommend improvement to the school-wide plan;
- c. Monitor and provide feedback to district administration on site specific discipline protocols and procedures to ensure that all staff members maintain high standards and expectations for students. Bargaining unit members who believe appropriate action was not taken may take their concerns to the team for further discussion.

42. Bargaining unit members will report in writing to their immediate supervisor, as soon as possible, any practice, condition or act which threatens the health or safety of unit members **or students**.

23. District management shall investigate the matter and take the action that it deems reasonable and appropriate to correct or modify the condition. **After investigation**, The District management shall make a response to the bargaining unit member concerning ~~the report of the practice, condition, or act as soon as possible~~ **within 72 hours (three working days)**

4. **Should a Bargaining Unit Member experience an event that threatens his/her health or safety, or that of his/her student, he/she will be provided with time out of the classroom to debrief in a safe and supportive environment. During this time, the bargaining unit member will work with the PBIS team to develop a plan to move forward with a safe classroom environment. Time out of the classroom will not exceed one (1) school day.**

53. Every enclosure used for the instruction of children shall have a two-way phone communication system with the office. However, any enclosure that is not intended for

continuous use or for the whole school year may be equipped with a one-way signal device between that enclosure and the office.

6 4. Any person wishing to visit a classroom for whatever purpose must have prior authorization from the site administrator. When a parent or guardian checks in at the ~~site administrative~~ office to visit a classroom, ~~administrative~~ office personnel will immediately notify the teacher of the classroom of the parent's intent to visit the classroom. **For a parent observation visit, the Bargaining Unit Member can request a meeting with administration to discuss possible limitations, restrictions, or support needed for the upcoming visit.**

7. **A Bargaining Unit Member may suspend any pupil from his or her class, for any of the acts enumerated in Section 48900 of the Education Code for the day of the suspension and the day following. The bargaining unit member shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the bargaining unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practical, a school counselor or school psychologist shall attend the conference if the bargaining unit member or the parent or guardian so request. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the bargaining unit member teaching the class and the principal (Ed Code 48910). A unit member may also refer a pupil, for any of the acts enumerated in the section cited above, to the principal for consideration of a suspension from the school (Ed Code 48910).**

8. **Teacher Notification of Potentially Dangerous Student(s) Pursuant to Ed Code Section 49079, the District shall inform the bargaining unit member of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of section 48900 or in section 48900.2, 48900.3, 48900.4 or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the bargaining unit member based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section. Any information received by the bargaining unit member under this section shall be maintained in confidence for the limited purpose for which it was provided, and shall not be further disseminated by the bargaining unit member. Bargaining unit members will receive written notice 24 hours in advance, or immediately upon**

site notification, of the pupil's permanent classroom placement, Bargaining unit members will receive the written notice at the beginning of the school year, or within 48 hours of the District's knowledge of the pupil's qualification under Ed Code Section 49070.

5 9. The use of privately-owned vehicles within the scope of employment by unit members shall be voluntary.

~~6. A bargaining unit member (a) whom the District involuntarily transfers to another school site after the first student instructional day; (b) who has been displaced and is returning to his/her original school site after the first student instructional day; or (c) who was released from employment pursuant to a Reduction in Force, who accepted a temporary assignment and accepts re-employment to a permanent or probationary assignment after the first student instructional day shall, upon request, be provided assistance in moving his/her personal and classroom materials and receive one (1) day of student free preparation time. If a bargaining unit member's class is involuntarily moved from one location to another location within the same work site after the first instructional day, he/she shall be provided assistance in moving his/her personal and classroom materials. (Moved to Article VII: Transfers and Reassignments)~~

7 10. The Association shall have the right to appoint a representative to the District Safety Committee. Appointments to the Safety Committee shall be for one school year.

## **ARTICLE XIX: SALARIES**

1. Effective July 1, ~~2014~~ **2016** the base certificated salary schedule shall be increased by ~~3.0%~~ **2.85%**. ~~Effective July 1, 2015, the base salary schedule shall be increased by 3.5%.~~

8. **ANNIVERSARY INCREMENTS** Anniversary increments shall be added to the scheduled salary at the beginning of the 15th, 18th, 21st, 24th, 27th, 30<sup>th</sup>, 33<sup>rd</sup>, and 36<sup>th</sup> years of service in the District based on the schedule below:

### **Beginning July 1, 20146:**

- 1 + (15 years) = ~~3.0%~~ **3.75%** of Step 12 of employee's current Class
- 2 + (18 years) = ~~4.0%~~ **4 5%** of Step 12 of employee's current Class
- 3 + (21 years) = ~~5.0%~~ **6.25 %** of Step 12 of employee's current Class
- 4 + (24 years) = ~~6.0%~~ **7.5%** of Step 12 of employee's current Class
- 5 + (27 years) = ~~7.0%~~ **8.75%** of Step 12 of employee's current Class
- 6 + (30 years) = ~~8.0%~~ **10%** of Step 12 of employee's current Class
- 7 + (33 years) = ~~9.0%~~ **11.25%** of Step 12 of employee's current Class
- 8 + (36 years) = ~~10.0%~~ **12.5%** of Step 12 of employee's current Class

**ARTICLE XXVIII: TERM OF AGREEMENT**

This agreement shall remain in full force and effect up to and including June 30, 2016~~7~~ and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, 2016~~7~~, or March 15 of any successive year, and no later than April 15, 2016~~7~~ or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.



**Memorandum of Understanding**  
**between the Oxnard School District and the Oxnard Educators Association**  
**April 20, 2017**

The Oxnard School District and the Oxnard Educators Association agree to the following language for use of the funds generated by OEA Members who opt-out of the health insurance plan:

**For the 2017-18 School Year:**

The amount of funds available for the opt-out funds from 2016-17 is \$1,004,644. Based on current active enrollees of 730, the amount of available for the 730 actives is \$1,376.22/year or \$125.11/month. The CAP will be increased to \$14,594.94/year or \$1,226.67/month for the 2017-18 fiscal year.

This Memorandum of Understanding shall sunset on June 30, 2018.

  
\_\_\_\_\_  
Oxnard Educators Association

  
\_\_\_\_\_  
Oxnard School District

4/20/17  
Dated

4-20-17  
Dated

**Implementation of Article XVI: Safety & School Climate  
Memorandum of Understanding  
Between the Oxnard School District and the Oxnard Educators Association**

**March 27, 2017**

The Oxnard School District (District) and the Oxnard Educators Association (OEA) hereby agree to the following with respect to the implementation of Article XVI: Safety & Climate for the 2017-2018 school year.

- For the 2017-18 School year, bargaining unit members will be compensated for up to twelve (12) hours paid at the Schedule II hourly rate for the development and initial implementation of the site based PBIS committee.
- All other language in this article will remain unaffected.

This Memorandum of Understanding shall be effective for the contract year 2017-18, and will sunset on June 30, 2018.

  
\_\_\_\_\_  
Signature for the Oxnard School District

  
\_\_\_\_\_  
Signature for the Oxnard Educators Association

3.27.17  
\_\_\_\_\_  
Dated

3/27/17  
\_\_\_\_\_  
Dated

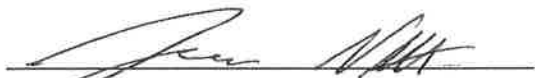
**ZERO PERIOD for 7<sup>th</sup> and 8<sup>th</sup> Grade**  
**Memorandum of Understanding**  
**Between the Oxnard School District and the Oxnard Educators Association**

**March 27, 2017**

The Oxnard School District (District) and the Oxnard Educators Association (OEA) hereby agree to the following with respect to the providing a zero period at Juan Soria School in 2017-2018.

- For the 2017-18 School year, Juan Soria Elementary School will offer two zero periods to support 7<sup>th</sup> and 8<sup>th</sup> grade DLI students.
- There will be a site administrator on site during the bargaining unit member's contracted time for the zero period.
- OEA/OSD Contract Article VII, Transfers and Reassignments, will be followed in advertising the teaching position at the school site. The teaching position will be selected based on credentials and seniority. This is a voluntary position.
- The bargaining unit member accepting the zero period assignment will start the instructional day at 7:41 a.m. and end at 2:09 p.m. The bargaining unit member will arrive on campus at least 15 minutes prior to and remain at least 15 minutes after (workday will be 7:26 a.m. and 2:24 p.m.) as per contract Article XI, Working Hours, to have parity in work hours with other OEA bargaining unit members.
- The bargaining unit member's workday will have six consecutive periods, one of which is the preparatory period.
- The bargaining unit member teaching the zero period, will be compensated for the length of the mandatory meeting at their per diem rate of pay. This rate will be paid for attending any mandatory staff/department meetings, DLI meetings and trainings held after the bargaining unit member's regular workday.
- The bargaining unit member teaching zero period shall not have yard duty.
- The zero period teaching position is not in addition to the regular teaching assignment of five (5) instructional classes and one (1) preparatory period.
- All other articles in the OEA/OSD contract will remain unaffected.

This memorandum of understanding is not precedent setting for future zero periods at any site in the Oxnard School District. Should a site desire to add a zero period it shall be negotiated by the Association and the District before implementation and by April 30<sup>th</sup> of the previous school year. This Memorandum of Understanding shall be effective for the contract year 2017-18, and will sunset on June 30, 2018.



Signature for the Oxnard School District



Signature for the Oxnard Educators Association

Dated: 3-27-17

Dated: 3/27/17



**OXNARD SCHOOL DISTRICT**

1051 South "A" Street

Oxnard, California 93030

805/385-1501 [www.oxnardsd.org](http://www.oxnardsd.org)

**2016-2017 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

	Class A Bachelor's Degree	Class B Bachelor's + 15 Units	Class C Bachelor's + 30 Units	Class D Bachelor's + 45 Units	Class E Bachelor's + 60 Units	Class F Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 47,791	\$ 47,791	\$ 49,130	\$ 51,910	\$ 54,687	\$ 57,452
Step 2	\$ 47,791	\$ 48,299	\$ 51,194	\$ 54,091	\$ 56,977	\$ 59,870
Step 3	\$ 47,791	\$ 50,336	\$ 53,341	\$ 56,359	\$ 59,370	\$ 62,383
Step 4	\$ 49,309	\$ 52,448	\$ 55,578	\$ 58,720	\$ 61,861	\$ 65,008
Step 5	\$ 51,372	\$ 54,649	\$ 57,920	\$ 61,191	\$ 64,466	\$ 67,733
Step 6	\$ 53,536	\$ 56,943	\$ 60,348	\$ 63,758	\$ 67,167	\$ 70,583
Step 7	\$ 55,786	\$ 59,332	\$ 62,879	\$ 66,439	\$ 70,000	\$ 73,544
Step 8	\$ 58,130	\$ 61,829	\$ 65,522	\$ 69,231	\$ 72,932	\$ 76,635
Step 9	\$ 60,566	\$ 64,429	\$ 68,274	\$ 72,139	\$ 75,992	\$ 79,851
Step 10	\$ 63,111	\$ 67,120	\$ 71,140	\$ 75,170	\$ 79,183	\$ 83,204
Step 11	\$ 65,765	\$ 69,945	\$ 74,121	\$ 78,327	\$ 82,508	\$ 86,703
Step 12	\$ 68,530	\$ 72,880	\$ 77,239	\$ 81,613	\$ 85,974	\$ 90,342
15 yrs**	\$ 71,100	\$ 75,613	\$ 80,135	\$ 84,674	\$ 89,198	\$ 93,730
18 yrs**	\$ 71,956	\$ 76,524	\$ 81,101	\$ 85,694	\$ 90,273	\$ 94,859
21 yrs**	\$ 72,813	\$ 77,435	\$ 82,066	\$ 86,714	\$ 91,348	\$ 95,988
24 yrs**	\$ 73,670	\$ 78,346	\$ 83,032	\$ 87,734	\$ 92,422	\$ 97,117
27 yrs**	\$ 74,526	\$ 79,257	\$ 83,997	\$ 88,754	\$ 93,497	\$ 98,247
30 yrs**	\$ 75,383	\$ 80,168	\$ 84,963	\$ 89,775	\$ 94,572	\$ 99,376
33 yrs**	\$ 76,239	\$ 81,079	\$ 85,928	\$ 90,795	\$ 95,646	\$ 100,505
36 yrs**	\$ 77,096	\$ 81,990	\$ 86,894	\$ 91,815	\$ 96,721	\$ 101,635

**CLASS (Education).** All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is only given for computers, Spanish reading, writing and language.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

**STEP (Experience).** Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

**VERIFICATIONS.** Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

**DEGREE INCREMENTS** in the amount of \$400 shall be added to the scheduled salary for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

**SPECIAL STIPENDS.** An additional \$1000 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.

**\*\*ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 15<sup>th</sup> year-3.75%, 18<sup>th</sup> year-5%, 21<sup>st</sup> year-6.25%, 24<sup>th</sup> year-7.5%, 27<sup>th</sup> year-8.75%, 30<sup>th</sup> year- 10%, 33<sup>rd</sup> year-11.25% and 36<sup>th</sup> year-12.5%. Years of service must be in the Oxnard School District.

# Oxnard School District 2017-2018 School Calendar

# FINAL

July 2017						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
Su	M	Tu	W	Th	F	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017						
Su	M	Tu	W	Th	F	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
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October 2017						
Su	M	Tu	W	Th	F	Sa
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29	30	31				

November 2017						
Su	M	Tu	W	Th	F	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017						
Su	M	Tu	W	Th	F	Sa
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July	
4	Independence day

August	
14	Staff Development Day (No Students)
15	Preparation Day (No Students)
16	First Day of School

September	
4	Labor Day Holiday

October	
30	Staff Development Day (No Students)

November	
10	Veteran's Day Holiday
14 - 17	Conference Days (Minimum days for students)
20 - 24	Thanksgiving Holiday

December	
15	Minimum Day Teachers and Students
18 - 29	Winter Break

January 2018						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
Su	M	Tu	W	Th	F	Sa
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25	26	27	28			

March 2018						
Su	M	Tu	W	Th	F	Sa
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April 2018						
Su	M	Tu	W	Th	F	Sa
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29	30					

May 2018						
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June 2018						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

January	
1	New Year's Day Holiday
1 - 5	Winter Break
15	MLK Holiday

February	
8 - 9	Conference Days (Minimum days for students)
16	President's Day Holiday
19	President's Day Holiday

March	
26 - 30	Spring Break
30	Spring Holiday

April	
2 - 6	Spring Break

May	
28	Memorial Day Holiday

June	
14	Last day of school (Min. Day Teachers & Students)

# Oxnard School District 2018-2019 School Calendar

July 2018						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
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September 2018						
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October 2018						
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November 2018						
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December 2018						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July	
4	Independence day

August	
14	Staff Development Day (No Students)
15	Preparation Day (No Students)
16	First Day of School

September	
3	Labor Day Holiday

October	

November	
2	Staff Development Day (No Students)
12	Veteran's Day Holiday
13 - 16	Conference Days (Minimum Days for Students)
19 - 23	Thanksgiving Holiday

December	
14	Minimum Day Teachers and Students
17 - 31	Winter Break

January 2019						
Su	M	Tu	W	Th	F	Sa
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February 2019						
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March 2019						
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April 2019						
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May 2019						
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June 2019						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

January	
1	New Year's Day Holiday
1 - 4	Winter Break
21	MLK Holiday

February	
7 - 8	Conference Days (Minimum days for students)
15	President's Day Holiday
18	President's Day Holiday

March	

April	
8 - 19	Spring Break
19	Spring Holiday

May	
27	Memorial Day Holiday

June	
14	Last day of school (Min. day Teachers & Students)

# Oxnard School District

## 2019-2020 School Calendar

July 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
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August 2019						
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September 2019						
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29	30					

October 2019						
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November 2019						
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December 2019						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July	
4	Independence day

August	
19	Staff Development Day (No Students)
20	Preparation Day (No Students)
21	First Day of School

September	
2	Labor Day Holiday

October	
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November	
1	Staff Development Day (No Students)
11	Veteran's Day Holiday
19 - 22	Conference Days (Minimum Days for Students)
25 - 29	Thanksgiving Holiday

December	
20	Minimum Day Teachers and Students
23 - 31	Winter Break

January 2020						
Su	M	Tu	W	Th	F	Sa
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February 2020						
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March 2020						
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April 2020						
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May 2020						
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June 2020						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

January	
1	New Year's Day Holiday
1 - 10	Winter Break
20	MLK Holiday

February	
6 - 7	Conference Days (Minimum days for students)
14	President's Day Holiday
17	President's Day Holiday

March	
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April	
6 - 17	Spring Break
10	Spring Holiday

May	
25	Memorial Day Holiday

June	
18	Last day of school (Min. Day Teachers & Students)

# Oxnard School District 2020-2021 School Calendar

July 2020						
Su	M	Tu	W	Th	F	Sa
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5	6	7	8	9	10	11
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August 2020						
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30	31					

September 2020						
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October 2020						
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November 2020						
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29	30					

December 2020						
Su	M	Tu	W	Th	F	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July	
4	Independence day

August	
17	Staff Development Day (No Students)
18	Preparation Day (No Students)
19	First Day of School

September	
7	Labor Day Holiday

October	
30	Staff Development Day (No Students)

November	
11	Veteran's Day Holiday
17 - 20	Conference Days (Minimum Days for Students)
23 - 27	Thanksgiving Holiday

December	
18	Minimum Day Teachers and Students
21 - 31	Winter Break

January 2021						
Su	M	Tu	W	Th	F	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
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21	22	23	24	25	26	27
28						

March 2021						
Su	M	Tu	W	Th	F	Sa
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21	22	23	24	25	26	27
28	29	30	31			

April 2021						
Su	M	Tu	W	Th	F	Sa
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May 2021						
Su	M	Tu	W	Th	F	Sa
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
Su	M	Tu	W	Th	F	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

January	
1	New Year's Day Holiday
1 - 8	Winter Break
18	MLK Holiday

February	
4 - 5	Conference Days (Minimum days for students)
12	President's Day Holiday
15	President's Day Holiday

March	
29 - 31	Spring Break

April	
1 - 9	Spring Break
2	Spring Holiday

May	
31	Memorial Day Holiday

June	
17	Last day of school (Min. Day Teachers & Students)



# Oxnard School District

## 2021-2022 School Calendar

July 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July	
4	Independence day

August	
17	Staff Development Day (No Students)
18	Preparation Day (No Students)
19	First Day of School

September	
6	Labor Day Holiday

October	
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November	
1	Staff Development Day (No Students)
11	Veteran's Day Holiday
16 - 19	Conference Days (Minimum Days for Students)
22 - 26	Thanksgiving Holiday

December	
17	Minimum Day Teachers and Students
20 - 31	Winter Break

January 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

January	
1	New Year's Day Holiday
3 - 7	Winter Break
17	MLK Holiday

February	
10 - 11	Conference Days (Minimum days for students)
18	President's Day Holiday
21	President's Day Holiday

March	
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April	
4 - 15	Spring Break
15	Spring Holiday

May	
30	Memorial Day Holiday

June	
17	Last day of school (Min Day Teachers & Students)

## Site Math Mentor

Under the direction of the site principal, will support and assist classroom teachers with the mathematics curriculum.

The Site Math Mentor will actively integrate technological tools and mathematical software to support students and teachers.

This position will be active for the school year: 2016-2017.

### Examples of Duties:

The Site Math Mentor:

Shares best practices to improve mathematics teaching and learning

Presents professional development trainings to support math teaching strategies

May help coordinate site Family Math Night

Attends monthly math mentor collaborations meetings with Director of Curriculum, Instruction and Accountability.

Meets regularly with site administration to discuss school and staff needs

Develops and implements math lesson plans that fulfill the requirements of the adopted curriculum program

Maintains a monthly activity log with additional duty time card

### Qualifications:

- Ability to work well in a collaborative environment
- Demonstrate commitment to personal professional growth and learning

And

1. A Bachelor's degree
2. Minimum of five years teaching experience
3. A valid and appropriate California Teaching Credential in compliance with the provisions of Title 5, Administrative Code, Sections 80002-80127 and California Education Code, Sections 44000-44665.

4. Possess the following personal qualities:

- a. Ability to meet district standards for physical and mental health
- b. Evidence of good moral character

### Stipend:

Mentors will receive a stipend for up to 12 hours a month at the current hourly rate. A monthly stipend will be paid for duties described herein.

## te Technology Mentor

Under the direction of the site principal, will support and assist classroom teachers with the implementation of technology as a learning tool.

The Site Technology Mentor will develop activities that help integrate technology into various curriculum areas and provide training to teachers in the use of current technology to meet district curriculum goals.

This position will be active for the school year: 2016-2017.

### Examples of Duties:

The Site Technology Mentor:

Shares best practices for integrating technology into the curriculum such as SAMR, Google Apps, online resources, digital portfolios and other forms of assessment

Attend monthly Tech Mentor collaboration meetings with Director of Curriculum, Instruction and Accountability.

Develops clear goals and strategies for integrating technology into teacher instruction

Meets regularly with site administrator to discuss school and staff needs

Presents professional development trainings to support staff technology use

Maintains a monthly activity log with additional duty timecard

### Employment Qualifications:

- Maintains current knowledge of technology and instructional practices that relate to the use of technology
- Demonstrates written and oral communication skills
- Ability to work well in a collaborative environment
- 

Demonstrate commitment to personal professional growth and learning

1. A Bachelor's degree

2. Minimum of three years teaching experience

3. A valid and appropriate California Teaching Credential in compliance with the provisions of Title 5, Administrative Code, Sections 80002-80127 and California Education Code, Sections 44000-44665.

3. Possess the following personal qualities:

- a. Ability to meet district standards for physical and mental health
- b. Evidence of good moral character

### Stipend:

Mentors will receive a stipend for up to twelve hours a month at the current hourly rate. A monthly stipend will be paid for duties described herein.

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 17, 2017**

- A. Preliminary Study Session Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda Agreement Category: \_\_\_\_\_
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of the Oxnard School District and the California School Employees Association (“CSEA”) Tentative Agreement for the 2016-2017 Collective Bargaining Agreement (Vaca)**

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**EXECUTIVE SUMMARY (description of item):**

The Oxnard School District (District) and the California School Employees Association have reached a tentative agreement for the 2016-2017 fiscal year. The IBB process was facilitated by Bridgette Bodine. Jonathan Koch, Director of Classified Human Resources, served as an advisor during negotiations. As a result of the negotiation sessions, a salary agreement for 2016-17 was reached: a 2% on-going COLA, retroactive to July 1, 2016; and a 2% one-time off schedule salary increase to be paid in a lump sum. I wish to acknowledge and thank the following team members for their dedicated work to develop a comprehensive collective bargaining agreement via the IBB process:

CSEA Bargaining Team

Ilene Poland, CSEA President  
John Avalos  
Luz Chavez  
Yvonne Brown  
Mark Gutierrez  
Marcos Jimenez  
Manuel Hernandez  
Maria Aspera  
Roderick Warrick  
Vince Steele, CSEA Labor Representative

OSD District Bargaining Team

Dr. Jesus Vaca, Chief Negotiator  
Lisa Cline  
Teri Gern  
Dr. Edd Bond  
Sally Wennes  
Mary Truax  
Chris Ridge

This year, all articles listed below were open:

- ✓ Article 9 Pay Allowances
- ✓ Article 13 Health & Welfare
- ✓ Article 14 Annual Work Calendar
- ✓ Article 16 Leaves
- ✓ Article 29 Term

It was also agreed to discontinue the contribution to the GASB Trust Fund and to instead place that money on to the cap for health insurance. The new cap amount will be \$952 per month. Also, employees who are eligible for health benefits will receive a one-time payment of \$2,080.

**FISCAL IMPACT:**

\$2,448,135 from the general fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2016-2017 Collective Bargaining Agreement between the Oxnard School District and the California School Employees Association, as presented.

**ADDITIONAL MATERIAL(S):**

- “TA” Tentative Agreement signature page (one page)
- Article 9 Pay Allowances revision (three pages)
- Article 13 Health & Welfare Benefits revision (two pages)
- Article 14 Annual Work Calendar & Holidays revision (two pages)
- Article 16 Leaves revision (one page)
- Article 29 Term of Agreement revision ( one page)
- “MOU” Memorandum of Understanding: Health & Welfare Benefits opt outs (one page)

**DISTRICT GOAL(S):**

District Goal One: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

Oxnard School District

And

The California School Employees Association and its Oxnard Chapter 272

Tentative Agreement

March 30, 2017

Oxnard School District (District) and the California School Employees Association and its Oxnard Chapter 272 (CSEA) have met and negotiated for the 2016-17 year. Attached are articles and language that was agreed to.

For the District



Lisa Cline, Negotiator



Jesus Vaca, Negotiator



Chris Ridge, Negotiator



Edd Bond, Negotiator



Sally Wennes, Negotiator



Mary Truax, Negotiator



Teresa M. Gern

For CSEA



Ilene Poland, Negotiator



John Avalos, Negotiator



Luz Chavez, Negotiator



Yvonne Brown, Negotiator



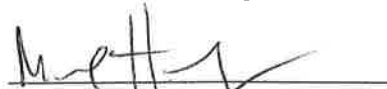
Maria Aspera, Negotiator



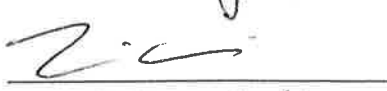
Mark Gutierrez, Negotiator



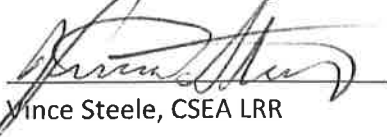
Marco Jimenez, Negotiator



Manuel Hernandez, Negotiator



Roderick Warrick, Negotiator



Vince Steele, CSEA LRR

9.1.2 The District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups. For the ~~2014-15~~ **2016-17** school year, the aggregate total increase will be ~~3~~**2**% on schedule, on-going increase retro to July 1, 2014 **2016** *and to provide a one-time 2% bonus based on the new salary schedule* for all members in a paid *active* status as of the date of ratification.

~~For the 2015-16 school year, the aggregate total increase will be 5% on schedule, on-going increase effective July 1, 2015.~~

9.8

Working Out Of Class

9.8.1 Working Out of Classification- Five (5) Days or Less:

When a regular unit member is assigned by the site administrator or immediate supervisor to perform the duties of a position in a higher classification for a period of five (5) days or less, the unit member shall be paid a maximum of five percent (5%), but in no case an amount greater than the "E" step of the higher classification, in which they are working out of class. Salary differential and longevity, for which the unit member is eligible, shall then be added, for all hours worked in the higher classification. For purposes of this section, "base salary" shall exclude such items as longevity, professional growth increments, and all differentials. (Working out of class compensation shall be figured by adding 5% to the employee's salary step (one full step on the salary schedule), but in no case greater than step "E" of the higher classification. The employee's salary step +5% shall then be multiplied by any applicable differential percentage before the longevity is added.)

//

//

9.8.1.1 Out of class work shall not be performed without prior written or oral approval of the unit member's supervisor. The unit member or supervisor may require written approval prior to performance of out of class work.

9.8.1.2 For assignments in a higher classification which exceed five (5) days in a fifteen (15) day period, Section 9.8.2, Working Out of Classification-More than five (5) days, shall apply.

9.8.2 Working Out of Classification-More than Five (5) Days:

When a regular unit member works out of classification in a higher class for a period exceeding five (5) days within a fifteen (15) calendar day period, the unit member shall be compensated at the first step in the higher classification in which they are working, which provides the member with at least a five percent (5%) increase above his/her regular base salary, but in no case shall placement be above the "E" step of the higher class, before differentials or longevity are applied. Salary differentials and longevity for which the unit member is eligible, shall then be added, for all hours worked in the higher classification. For purposes of this section, "base salary" shall exclude such items as longevity, professional growth increments, and all differentials. Step placement below the "E" step may be subject to appeal to the Personnel Commission. The increased rate will be effective from the first day to the last day of the working out of class assignment.



(Working out of classification compensation shall be figured by determining the step in the higher classification which provides the member with at least 5% more than the employee's salary step, but in no case greater than the "E" step of the higher classification. The step in the higher classification which provides at least a 5% increase shall then be multiplied by any applicable differential percentage before the longevity is added.)

9.8.2.1 A unit member must receive written approval (Including email) from the Assistant Superintendent of Human Resources, or designee, prior to Working Out of Class.

9.8.3 Assignment of Work Out of Class: When assigning work out of class, the District agrees to rotate work out of class as equally as is practicable among members of the same job family (who have the skill and knowledge to perform the work), and who are assigned to the same work *school site/department*.

**ARTICLE 13:            HEALTH AND WELFARE BENEFITS**

13.1                    The District and the Association hereby agree to provide for group health insurance through the ~~Gold Coast Joint Benefits Trust~~ (hereafter "Trust Fund") **Self-Insured Schools of California (SISC)** and, therefore, agree to be bound thereto through and by the terms and conditions of the ~~Gold Coast Joint Benefits Trust~~ **SISC** Participation Agreement. Such Participation Agreement and Summary Plan Description (SPD), as may be amended by the parties to the ~~Gold Coast Trust~~ from time to time, may be found on the Oxnard School District web page, and as such, are fully incorporated herein by reference, as though fully set forth. If the member does not have internet access, a copy of each: the Summary Plan Description and Participation Agreement are available for review at the Oxnard District Office – in the Human Resources Department.

13.2                    The District and Association accept the **SISC** Trust Fund directors appointed respectively by participating employers (Management) and employee organizations (Labor) as their directors and agree to be bound by the collective decisions of the Board of Directors to the extent such decisions are lawful are consistent with the Trust Fund's Declaration of Trust and do not conflict with the terms and conditions of the parties' Participation Agreement or this collectively negotiated Agreement.

~~13.3                    CSEA director and alternate shall receive release time to attend Trust meetings and other related business.~~

13.43                    District Contribution: Effective July 1, 2007– **January 1, 2017**, the District will contribute ~~\$830.35~~ **\$952** monthly toward the payment of premiums for eligible bargaining unit employees for Medical, Dental and Vision group insurance programs:

13.6.1.4                    Beginning 2007-2008 School Year, the Association agrees to annually contribute \$433,457 into a Special Fund **Irrevocable Trust** to be used for future retiree benefits. The Association and the District agree that this dollar amount that shall be set aside annually into the fund, is from the Association budget share of the CSEA's total costs. ***Effective January 1, 2017 these funds are no longer contributed and the amount has been added to the District cap on health insurance. The funds already deposited into the trust will remain in CSEA's account to be held for future retiree benefit payments.***

~~These retiree benefits shall include an annual payment of \$433,457 towards the CSEA's portion of the Annual Required Contribution (ARC) as determined by the Governmental Accounting Standards Board (GASB) Statement No. 45 issued June 2004. This amount is in addition to the annual payment of the current year cost of retiree benefits and provides funding for the CSEA's portion of the unfunded liability.~~

~~These annual payments of \$433,457 will be held by the District for the sole purpose of funding the CSEA's portion of the GASB 45 liability. The District shall provide safeguards for these future Retiree Health Benefits Funds to prohibit borrowing or withdrawing. If for any reason, the requirements of GASB 45 change and affect this payment and/or accumulated funds, or CSEA's portion of the liability is fully funded, the District and CSEA shall negotiate the needed changes, if any.~~

~~13.6.1.5 A meeting between the Association and the District will be held in Fall 2007 to determine parameters and governance in regards to the Association's contribution into the irrevocable trust.~~

**ARTICLE 14: ANNUAL WORK CALENDAR AND HOLIDAYS**

14.1 Scheduled Holidays: The District agrees to provide eligible unit members with fifteen (15) paid holidays.

- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Spring Vacation Day
- Memorial Day
- Independence Day
- Labor Day
- In-Lieu Day (*see below*)
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

14.2 In-Lieu Day: This day will not occur on a day when students are in attendance. ***Per MOU #15-71, For years there are only 259 work days, employees will work on the In Lieu Day to make the full 260 days equal to pay.***

14.2.1 The District and CSEA are in agreement with the work calendar developed in collaboration for ~~2014-15, 2015-16, and 2016-17~~ **2017-18** school years (attached herein).

14.2.2 In accordance with Article 14, Section 14.2, the parties agree that the In Lieu Of Day holiday for the next three years is described below.

<del>2014-2015</del>	<del>December 26, 2014</del>
<del>2015-2016</del>	<del>December 28, 2015</del>
<del>2016-2017</del>	<del>December 27, 2016</del>
<b>2017-18</b>	<b>December 26, 2017</b>

14.3 Additional Holidays: Every day declared by the President or the Governor of this State as a public fast, Thanksgiving, or holiday, or any other day declared a holiday by the Board of Trustees shall be a paid holiday for all members of the bargaining unit who would otherwise have been scheduled to work.

14.4 Holidays on Saturday or Sunday: When a designated holiday falls on a Saturday, the preceding workday, not a holiday shall be deemed to be a holiday. When a holiday falls on a Sunday, the following workday shall be deemed to be that holiday.

14.5 Eligibility for Holiday Pay:

14.5.1 Bargaining unit members shall be required to have been in a paid status on the working day immediately preceding or following the scheduled day of recognition of a holiday to be eligible for payment for the day. 14.5.2

Notwithstanding the foregoing, unit members not scheduled to work during the winter and/or spring recess, but scheduled to return to work at the conclusion of the recess, shall be eligible for holiday pay provided the unit member was in a paid status on the last working day prior to the commencement of the recess or the first working day following the conclusion of the recess.

14.5.3 Eligible

Unit members assigned to modified schedules shall receive at least fourteen (14) paid holidays annually.

14.5.4 Unit members who have a Tuesday through Saturday workweek may reschedule up to two (2) Saturday workdays per year that follow Friday holidays in such a manner as to allow them an uninterrupted duty free period similar to that of those who work a Monday through Friday workweek.

14.5.5 Nothing in this section shall prohibit a unit member from re-scheduling additional Saturday workdays following Friday holidays with the consent of the unit member's supervisor.

16.1.2.3 Unit members are required to notify, their immediate supervisor or designee and the District Office when they are to be absent for illness. If the absence is to be longer than one (1) day, subsequent notification for each day's absence is required, unless the duration of the absence can be stated at the time of the notification. If the absence is to be longer than one day, the unit member shall notify the District the day before returning so that a substitute, if employed, may be released.

***Unit members are required to notify the District Office when they are to be absent for illness. If the absence is to be longer than one (1) day, subsequent notification for each day's absence is required, unless the duration of the absence can be stated at the time of the notification. If the absence is to be longer than one day, the unit member shall notify the District the day before returning so that a substitute, if employed, may be released.***

**ARTICLE 29:**        **TERM OF AGREEMENT**

29.1                    The terms and conditions of this Agreement shall remain in effect from November 1, 2014 to October 31, 2017 except where modified by mutual agreement.

29.1.1                The parties agree that for the **2017-18** ~~2012-2013 and 2013-2014~~ contract years, salary, and health benefits shall be **the entire contract is** open both years for negotiation. For ~~2012-2013~~ two additional articles may be selected by each party and for ~~2013-2014~~ one additional article may be selected by each party and for both years, any other issues mutually agreed upon by the parties may be reopened for negotiations.

29.1.2                Notice that the Association wishes to reopen negotiations and which issues it wishes to reopen must be given to the District by August 15. The District must give notice to CSEA of which issues it wishes to reopen by September 1.

29.1.3                The District agrees that if it receives additional funding, or additional reduction in funding, CSEA and the District will meet and negotiate.

Oxnard School District

And

The California School Employees Association and its Oxnard Chapter 272

Memorandum of Understanding

March 30, 2017

Oxnard School District (District) and the California School Employees Association and its Oxnard Chapter 272 (CSEA) have met and negotiated. The District and CSEA the amount of \$779,922 generated from the 2016-17 CSEA eligible members who have opted out of health insurance coverage to be paid out to all benefit eligible employees as a one-time payment of \$2080.

For the District



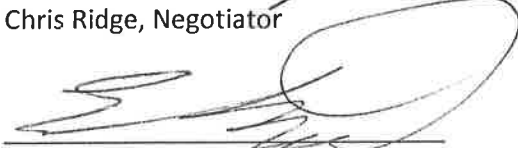
Lisa Cline, Negotiator



Jesus Vaca, Negotiator



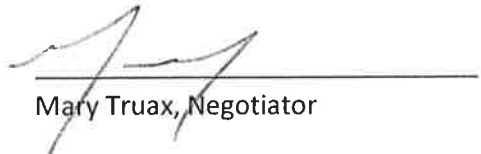
Chris Ridge, Negotiator



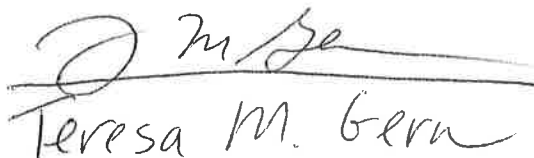
Edd Bond, Negotiator



Sally Wennes, Negotiator



Mary Truax, Negotiator

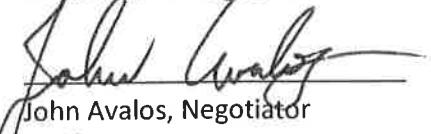


Teresa M. Gera

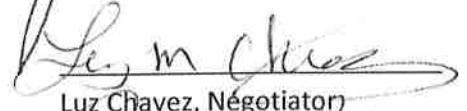
For CSEA



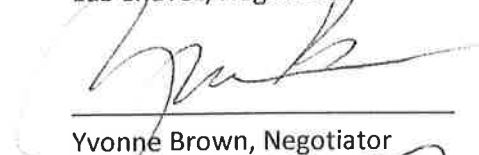
Ilene Poland, Negotiator



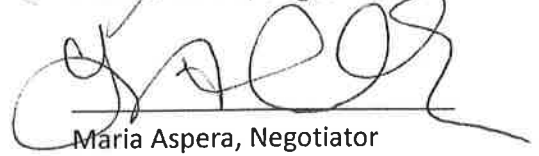
John Avalos, Negotiator



Luz Chavez, Negotiator



Yvonne Brown, Negotiator



Maria Aspera, Negotiator



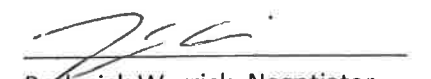
Mark Gutierrez, Negotiator



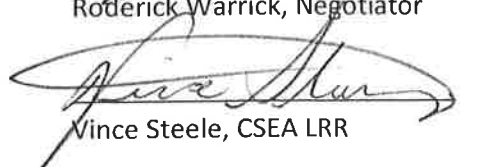
Marco Jimenez, Negotiator



Manuel Hernandez, Negotiator



Roderick Warrick, Negotiator



Vince Steele, CSEA LRR



OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 17, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_  
Agreement Category: \_\_\_\_\_
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Revised 2016-17 Compensation for Management and Confidential Employees (Vaca)**

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In accordance with the District’s practice for treating each employee group similarly, the following compensation increase to Management and Confidential employee groups is presented for the Board’s consideration:

<b>Employee Group</b>	<b>Compensation</b>
Certificated and Classified Employees *Management Employees	<ul style="list-style-type: none"><li>• 2% on-going COLA, retroactive to 7/1/16</li><li>• 2% one-time off schedule salary increase to be paid in a lump sum</li></ul>
Confidential Employees * Confidential Employees	<ul style="list-style-type: none"><li>• 2% on-going COLA, retroactive to 7/1/16</li><li>• 2% one-time off schedule salary increase to be paid in a lump sum</li></ul>

**FISCAL IMPACT:**

The fiscal impact is \$ 423,336 to be paid out of the general fund.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2016-2017 compensation revisions, as indicated above.

**ADDITIONAL MATERIAL(S):**

- Certificated Management Compensation and Benefit Program effective 7/1/16 (two pages)
- Site Administrator Compensation and Benefit Program effective 7/1/16 (two pages)
- Classified Management Compensation and Benefit Program effective 7/1/16 (two pages)
- Mileage Payment for Management Positions ( one page)
- Confidential Compensation & Benefit Program 2016-17 (two pages)

**DISTRICT GOAL(S):**

District Goal One: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

**CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2016-2017**  
**(effective 7-1-2016)**

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary.** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Stipend for Doctorate.** An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments.** Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

**Implementation of Salary Schedule.** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

<i>Position</i>	<i>Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Pupil Services	261	\$117,033	\$127,561	\$139,044
Director, Special Education	261	\$117,033	\$127,561	\$139,044
Director, Curriculum, Instruction & Accountability	261	\$117,033	\$127,561	\$139,044
Director, Dual Language Programs	261	\$117,033	\$127,561	\$139,044
Director, English Learner Services	261	\$117,033	\$127,561	\$139,044
Director, Certificated Human Resources	261	\$117,033	\$127,561	\$139,044
Director, MSAP Grant	242	\$108,513	\$118,273	\$128,922
Manager, Special Education	261	\$103,576	\$112,893	\$123,054
Manager, Special Programs	261	\$103,576	\$112,893	\$123,054

**Credit for Out of District Management Experience.** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year.** Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits.** Effective July 1, 2015, the District will make a \$10,800 annual contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Health and Welfare Benefits for Retirees.** Certificated Administrators Hired prior to June 30, 2012: For any certificated administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Certificated Administrators hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits.** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership.** The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

## **SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM:**

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

### **Preamble:**

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary.** An annual salary is earned during the period beginning August 1 and ending July 31.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

**Stipend for Doctorate.** An annual stipend of \$750 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator.** An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

**Implementation of Salary Schedule.** Initial placement of all site administration employees will be to the non-Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent

**Duties Assigned Beyond the Regularly Designated Duty Year.** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated on a pro-rata basis at their per diem rate of pay.

<b>Description</b>	<b>Days</b>	<b>Daily Rate</b>	<b>Annual Salary</b>
Master Principal, Middle School/K-8	215	\$640.70	\$137,750
Master Principal Elementary School	210	\$607.28	\$127,529
Master Asst. Principal, Middle School/K-8	210	\$553.60	\$116,256
Master Asst. Principal, Elementary School	205	\$554.94	\$113,763
Principal, Middle School/K-8	215	\$607.28	\$130,565
Principal, Elementary School	210	\$561.37	\$117,889
Asst. Principal, Middle School/K-8	210	\$541.73	\$113,763
Asst. Principal, Elementary School	205	\$541.73	\$111,054

**Health and Welfare Benefits.** Effective July 1, 2015, the District will make a \$10,800 annual contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Health and Welfare Benefits for Retirees.** Site Administrators Hired prior to June 30, 2012: For any site administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Site Administrators hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits.** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership.** Upon annual written request, and the timely processing of membership by a site administrator the District shall pay the membership dues of site administration employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

*Revised March 2015*

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2016-2017  
effective 7-1-2016)**

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Stipend for Doctorate:** An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate.

The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits:** Effective July 1, 2003, the District will make a \$795.58 contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Classified Managers Hired prior to June 30, 2012:** For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life

insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Classified Managers Hired after July 1, 2012:**

Classified Managers hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits:** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<i>Position</i>	<i>Paid Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$121,538	\$132,471	\$144,396
Director, Budget & Finance	261	\$107,418	\$117,079	\$127,619
Director of Facilities	261	\$107,418	\$117,079	\$127,619
Director of Classified Human Resources	261	\$107,418	\$117,079	\$127,619
Director of Purchasing	261	\$92,124	\$100,411	\$109,450
Senior Maintenance Manager	261	\$88,821	\$96,810	\$105,524
Director, Child Nutrition Services	261	\$87,203	\$95,048	\$103,604
Risk Manager	261	\$86,811	\$94,620	\$103,137
Director, Early Childhood Education Programs	261	\$82,303	\$89,707	\$97,782
Director of Transportation	261	\$82,303	\$89,707	\$97,782
Executive Asst. to Superintendent**	261	\$73,755	\$80,389	\$87,625
Senior Human Resource Analyst	261	\$73,755	\$80,389	\$87,625
Accountant/Internal Auditor	261	\$73,755	\$80,389	\$87,625
Enrollment Center Manager	261	\$70,856	\$77,230	\$84,182
Warehouse/Graphics Manager	261	\$65,085	\$70,939	\$77,325
Custodial Services Manager	261	\$63,751	\$69,497	\$75,753
Grounds Manager	261	\$63,751	\$69,497	\$75,753
Asst. Director of Child Nutrition Services	261	\$61,401	\$66,924	\$72,948

\*Includes vacation days and holidays

\*\*Plus a \$775 monthly stipend

*Updated March 2016*

MANAGEMENT & CONFIDENTIAL

**MILEAGE PAYMENT FOR MANAGEMENT POSITIONS**

Except for the Director of Facilities, Senior Maintenance Manager, Grounds Manager, and Custodial Services Manager, who shall be provided vehicles for official District use, the following positions will be authorized a mileage allowance of \$750.00 per year for necessary Ventura County travel expense related to their duties:

- Accountant/Internal Auditor
- Assistant Director, Child Nutrition Services
- Chief Information Officer
- Director, Budget & Finance
- Director, Classified Human Resources
- Director, Child Nutrition Services
- Director, Curriculum, Instruction & Accountability
- Director, Pupil Services
- Director, Special Education
- Director, Certificated Human Resources
- Director, Dual Language Programs
- Director, Early Childhood Education Programs
- Director, English Learner Services
- Director, Purchasing
- Executive Assistant to the Superintendent
- Manager, District Enrollment Center
- Manager, Special Education
- Manager, Transportation
- Manager, Warehouse
- Risk Manager
- Senior Human Resources Analyst



The following positions will be authorized a mileage allowance of \$825.00 per year for necessary Ventura County travel expense related to their duties:

Administrative Interns

Assistant Principals

Principals

A mileage allowance for the Superintendent, Assistant Superintendent, Educational Services, Deputy Superintendent, Business & Fiscal Services and Assistant Superintendent, Human Resources and Support Services, for necessary Ventura County travel expense related to their duties, is included in their employment contract.

All out of county travel will be subject to the provisions of Board Policy 3350.

**CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM 2016-17**

Effective 7-1-2016

**Salary**

**Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

Range #	STEPS					ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
1.0	\$2,921	\$3,069	\$3,220	\$3,384	\$3,550	E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.5	\$2,997	\$3,143	\$3,304	\$3,466	\$3,640	\$3,590	\$3,630	\$3,670	\$3,710	\$3,750
2.0	\$3,069	\$3,220	\$3,384	\$3,550	\$3,727	\$3,680	\$3,720	\$3,760	\$3,800	\$3,840
2.5	\$3,143	\$3,304	\$3,466	\$3,640	\$3,826	\$3,767	\$3,807	\$3,847	\$3,887	\$3,927
3.0	\$3,220	\$3,384	\$3,550	\$3,727	\$3,918	\$3,866	\$3,906	\$3,946	\$3,986	\$4,026
3.5	\$3,304	\$3,466	\$3,640	\$3,825	\$4,016	\$3,958	\$3,998	\$4,038	\$4,078	\$4,118
4.0	\$3,384	\$3,550	\$3,727	\$3,918	\$4,118	\$4,056	\$4,096	\$4,136	\$4,176	\$4,216
4.5	\$3,467	\$3,640	\$3,825	\$4,015	\$4,217	\$4,158	\$4,198	\$4,238	\$4,278	\$4,318
5.0	\$3,550	\$3,727	\$3,918	\$4,118	\$4,316	\$4,257	\$4,297	\$4,337	\$4,377	\$4,417
5.5	\$3,640	\$3,826	\$4,016	\$4,217	\$4,426	\$4,356	\$4,396	\$4,436	\$4,476	\$4,516
6.0	\$3,727	\$3,918	\$4,118	\$4,316	\$4,533	\$4,426	\$4,506	\$4,546	\$4,586	\$4,626
6.5	\$3,826	\$4,016	\$4,217	\$4,426	\$4,650	\$4,533	\$4,613	\$4,653	\$4,693	\$4,733
7.0	\$3,918	\$4,118	\$4,316	\$4,533	\$4,759	\$4,650	\$4,730	\$4,770	\$4,810	\$4,850
7.5	\$4,016	\$4,217	\$4,426	\$4,650	\$4,876	\$4,759	\$4,839	\$4,879	\$4,919	\$4,959
8.0	\$4,118	\$4,316	\$4,533	\$4,759	\$4,999	\$4,876	\$4,956	\$4,996	\$5,036	\$5,076
8.5	\$4,217	\$4,426	\$4,650	\$4,876	\$5,120	\$5,039	\$5,079	\$5,119	\$5,159	\$5,199
9.0	\$4,316	\$4,533	\$4,759	\$4,999	\$5,249	\$5,120	\$5,200	\$5,240	\$5,280	\$5,320
9.5	\$4,426	\$4,621	\$4,862	\$5,120	\$5,379	\$5,249	\$5,329	\$5,369	\$5,409	\$5,449
10.0	\$4,533	\$4,759	\$4,999	\$5,249	\$5,508	\$5,379	\$5,459	\$5,499	\$5,539	\$5,579
10.5	\$4,650	\$4,876	\$5,120	\$5,379	\$5,650	\$5,508	\$5,588	\$5,628	\$5,668	\$5,708
11.0	\$4,759	\$4,999	\$5,249	\$5,508	\$5,785	\$5,650	\$5,730	\$5,770	\$5,810	\$5,850
11.5	\$4,876	\$5,120	\$5,379	\$5,650	\$5,932	\$5,785	\$5,865	\$5,905	\$5,945	\$5,985
12.0	\$4,999	\$5,249	\$5,508	\$5,785	\$6,076	\$5,932	\$6,012	\$6,052	\$6,092	\$6,132
12.5	\$5,160	\$5,418	\$5,694	\$5,982	\$6,288	\$6,076	\$6,156	\$6,196	\$6,236	\$6,276
						\$6,328	\$6,368	\$6,408	\$6,448	\$6,488

\* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Days	Range	Stipend
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Deputy Superintendent of Business Services	261	10.0	\$373

**Assignment to Step and Anniversary Increments.** Annual salary increments (steps), including anniversary increments, are effective on the employee's anniversary date. The anniversary date is established in the following manner:

- All employees shall have a common anniversary date of July 1, beginning on July 1, 1989, for purposes of step movement and longevity increments only. Beginning July 1, 1989, individuals hired on or before December 31 shall be eligible to receive an anniversary step increment step the ensuing July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.
- Annual salary increments (steps), including anniversary increments, are effective on each anniversary date until the maximum step is reached on the assigned salary range. An employee will begin receiving the seven-year anniversary increment at the beginning of his/her seventh year of service to the District regardless of classification; without a break in service. The same procedures will be followed for subsequent anniversary increments.

**Confidential Stipend.** In addition to the scheduled salary, each designated confidential employee shall receive a stipend per month as indicated for individual positions. Anniversary increments of \$50.00 per month shall be added to the stipend of Confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years of service.

**Professional Growth.** All confidential employees of the Oxnard School District are eligible to participate in the classified Professional Growth Award Program.

**Health and Welfare Benefits.** Effective July 1, 2003, the District will make a \$795.58 contribution towards the premium for the following group health insurance programs:

- Health and Accident
- Dental with/Ortho
- Vision/Life

**Disability Retirement Under PERS.** Confidential employees with at least ten (10) years service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees.

The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

**Health and Welfare Benefits for Retirees.**

For any Confidential Employee employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Confidential employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69

Confidential Employees hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits.** The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

**Professional Organization Membership.** The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Cesar Morales

**Date of Meeting:** May 17, 2017

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION A-1: PRELIMINARY \_\_\_\_\_  
SECTION A-II: REPORTS \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT AGENDA \_\_\_\_\_

Agreement Category:

\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_ X

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Consideration of Approval of Salary Increase for Cabinet Members (Morales)**

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At the February 1, 2017 Board meeting, the Board ratified a tentative agreement with OSSA including a compensation agreement to provide a 2% increase effective July 1, 2016 and a 2% off-schedule one-time bonus for the 2016-17 year. Tonight the Board is also considering approving a tentative agreement with CSEA and management and confidential employees for the same salary improvements. In accordance with the District's past practice, amendments for District Administrators with written employment agreements that reflect the salary increase are provided here for the Board's consideration.

**FISCAL IMPACT:**

\$29,537.00 to be paid out of the General Fund.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Employment Agreement Amendments attached.

**ADDITIONAL MATERIALS:**

- Seventh Amendment to Employment Agreement –Superintendent (1 page)
- Second Amendment to Employment Agreement- Deputy Superintendent, Business & Fiscal Services (1 page)
- Seventh Amendment to Employment Agreement- Assistant Superintendent, Human Resources & Support Services (1 page)
- Second Amendment to Employment Agreement- Assistant Superintendent, Educational Services/Chief Academic Officer (1 page)

**SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND CESAR MORALES, SUPERINTENDENT**

This Seventh Amendment to the Employment Agreement (“Seventh Amendment”) is made and entered into this 17th day of May 2017 between the Oxnard School District (“District”) and Dr. Cesar Morales, Superintendent, (“Superintendent”). This Seventh Amendment amends the Employment Agreement entered into between the District and Superintendent effective July 1, 2013, as follows:

4.1.4 The Superintendent’s salary shall be increased by 2% retroactive to July 1, 2016. In addition, the Superintendent shall receive an off-schedule payment of 2% of salary for the 2016/17 year.

For the Board of Trustees:

By: \_\_\_\_\_  
Ernie Morrison, Board President

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Dr. Cesar Morales, Superintendent

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND LISA CLINE, DEPUTY SUPERINTENDENT,  
BUSINESS AND FISCAL SERVICES**

This Second Amendment to the Employment Agreement (“Second Amendment”) is made and entered into this 17<sup>th</sup> day of May, 2017 between the Oxnard School District (“District”) and Lisa Cline, Deputy Superintendent, Business and Fiscal Services, (“Deputy Superintendent”). This Second Amendment amends the Employment Agreement entered into between the District and Deputy Superintendent effective February 11, 2016, as follows:

**4.1.1** The Deputy Superintendent’s salary shall be increased by 2% retroactive to July 1, 2016. In addition, the Deputy Superintendent shall receive an off-schedule payment of 2% of salary for the 2016/17 year.

For the Board of Trustees:

By: \_\_\_\_\_  
Ernest Morrison, Board President

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Lisa Cline, Deputy Superintendent,  
Business and Fiscal Services

**SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND JESUS VACA, ASSISTANT SUPERINTENDENT  
HUMAN RESOURCES**

This Seventh Amendment to the Employment Agreement (“Seventh Amendment”) is made and entered into this 17<sup>th</sup> day of May, 2017 between the Oxnard School District (“District”) and Jesus Vaca, Assistant Superintendent, Human Resources, (“Assistant Superintendent”). This Seventh Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective November 4, 2013, as follows:

- 4.1.1** The Assistant Superintendent’s salary shall be increased by 2% retroactive to July 1, 2016. In addition, the Assistant Superintendent shall receive an off-schedule payment of 2% of salary for the 2016/17 year.

For the Board of Trustees:

By: \_\_\_\_\_  
Ernest Morrison, Board President

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Jesus Vaca, Assistant Superintendent,  
Human Resources

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND ROBIN FREEMAN, ASSISTANT  
SUPERINTENDENT, EDUCATIONAL SERVICES/CHIEF ACADEMIC OFFICER**

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 17<sup>th</sup> day of May, 2017 between the Oxnard School District (“District”) and Robin Freeman, Assistant Superintendent, Educational Services, (“Assistant Superintendent”). This Second Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective May 6, 2015 as follows:

**Article 4**

The Assistant Superintendent’s salary shall be increased by 2% retroactive to July 1, 2016. In addition, the Assistant Superintendent shall receive an off-schedule payment of 2% of salary for the 2016/17 year.

For the Board of Trustees:

By: \_\_\_\_\_  
Ernest Morrison, Board President

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Robin Freeman,  
Assistant Superintendent,  
Educational Services/CAO



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/17/17

- Study Session:** \_\_\_\_\_
- Closed Session** \_\_\_\_\_
- A-1. Preliminary** \_\_\_\_\_
- A-II. Reports** \_\_\_\_\_
- B. Hearings** \_\_\_\_\_
- C. Consent Agenda** \_\_\_\_\_

**Agreement Category:**

- \_\_\_\_\_ **Academic**
- \_\_\_\_\_ **Enrichment**
- \_\_\_\_\_ **Special Education**
- \_\_\_\_\_ **Support Services**
- \_\_\_\_\_ **Personnel**
- \_\_\_\_\_ **Legal**
- \_\_\_\_\_ **Facilities**

- D. Action Items** \_\_\_\_\_
- F. Board Policies**        X    
                                  1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #17-01, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2017-2018 (Freeman/Thomas)**

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The attached contract is an agreement between the City of Oxnard Recreation and Community Services department and Oxnard School District to provide a high quality after school program at each school site in Oxnard School District. The contract outlines the roles of each agency and ensures both organizations are committed to providing quality services in a safe environment for the student population in the Oxnard School District elementary and middle schools. The program will operate every school day and provide extra enrichment, recreation, literacy, math and summer school opportunities. The contract protects the district by requiring insurance, indemnification, personnel disclosure, and child abuse reporting.

**FISCAL IMPACT:**

Not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities, and "Additional Services" for summer school not to exceed \$105,000.00, and Intersession not to exceed \$200,000.00 to be paid from After School Education and Safety (ASES) Grant and Title 1 Funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-01 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #17-01, City of Oxnard (74 Pages)

**OXNARD SCHOOL DISTRICT**

**Agreement #17-01**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 17th day of May 2017 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

**RECITALS**

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on **Exhibit A-0, Exhibit A-1, Exhibit A-2** and **Exhibit A-3**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2017-2018 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 to and including June 30, 2018 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A-0, Exhibit A-1, and Exhibit A-3** shall be completed during the Term pursuant to the schedule specified **Exhibit A-0** (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant renders any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with **Exhibit A-2** during the Term pursuant to the schedule specified in **Exhibit A-0**. For purposes of this Agreement, the Primary

Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) and “Additional Services” for summer school not to exceed One Hundred and Five Thousand (\$105,000.00) and Intersession not to exceed Two Hundred Thousand (\$200,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the Funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) calendar days of receipt of Consultant’s correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when within sixty (60) work days after submitted to District. If District does not reject work by a timely written explanation, Consultant’s work shall be deemed to have been accepted. District’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant’s work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall

not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a “designated employee”.

\_\_\_\_\_ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designated employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District.

Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

\_\_\_\_\_ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

\_\_\_\_\_ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa A. Franz  
Phone: (805) 385-1501 x2414  
Fax: (805) 240-7582



**To Consultant:** City of Oxnard Recreation and Community Services  
305 W. 3<sup>rd</sup> St., First Floor West Wing  
Oxnard, California 93030  
Attention: Terrel Harrison  
Phone: (805) 385-7993  
Email: Terrel.Harrison@ci.oxnard.ca.us

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) work days after deposit of the same in the custody of the United States Postal Service.

25. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

26. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

28. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

32. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

**CITY OF OXNARD:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6000756

Tax Identification Number: 95-6002318

**ATTEST:**

\_\_\_\_\_  
Michelle Ascencion, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Ingrid Hardy, Cultural & Community Services Director

\_\_\_\_\_  
Terrel Harrison, Interim Community Services Manager

**APPROVED AS TO AMOUNT:**

\_\_\_\_\_  
Greg Nyhoff, City Manager

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Mike More, Risk Manager

Not Project Related

Project #17-01

**EXHIBIT A-0**  
**TO AGREEMENT FOR CONSULTANT SERVICES**

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

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After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for FPM at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
  - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Trainings will be coordinated by Consultant and District.

1. Professional Development-Math staff
  - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
  - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
2. Professional Development – Literacy staff
  - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
  - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
3. Professional Development – Arts/Special Enrichment staff
  - a. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between 2 and 4 hours a session.
  - b. Provide enrichment that meets the goals as stated in the District-After School Education and Safety Program Plan.
4. Professional Development – Physical Fitness/Recreation Staff
  - a. Participate in monthly trainings as offered by the Consultant.
  - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

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E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Report attendance and activities weekly by Wednesday of each week for the previous week.
2. Work with District to establish and maintain partnerships with community agencies.
3. Provide student learning and enrichment materials above and beyond materials already purchased by District.
4. Participate in collaboration activities with other participating organizations.
5. Vacate learning areas within each school in the same or better conditions as they were found.
6. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.
7. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
8. Include feedback from the after school administrator and site principal when evaluating employees.
9. Submit a use of facility permit to the Facilities Department at District.
10. Meet weekly with District administrator.
11. Provide documentation of matching funds.
12. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
13. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
14. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

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- II. Summer School
  - a. Provided over 5 weeks of the Summer Months.
  - b. Provided at four elementary sites and one middle school site.
    - i. Elementary serving 200 students.
    - ii. Middle School serving 300 students.
  - c. Student ratio not to exceed 25:1.
  - d. Field trips may take place during the program. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.
- III. Intersession
  - a. When agreed to in writing, provide Saturday programming at selected school sites.
  - b. When agreed to in writing, provide Intersession programming at selected school sites during vacation periods for the school district (i.e.: Winter break or Spring Break).
  - c. Student ratio not to exceed 25:1.
  - d. Details to be agreed upon in writing.
- IV. The Oxnard School District agrees to:
  - A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
  - B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
  - C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
  - D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
  - E. Provide consistent access to the computer lab and library.
  - F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
  - G. Provide daily custodial services.
  - H. Submit required attendance, fiscal and evaluation reports to the State of California.
  - I. Provide office space/station with access to phone, computer, printer and internet access.
  - J. Provide Access to Q.
  - K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
  - L. Perform those actions set forth in Exhibit A-3.
- V. As part of the Services, Consultant will prepare and deliver the following tangible work products to District:
  - A. Certificates of insurance and additional insured endorsements for 2017-2018, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks

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contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.

- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.



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VI. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

<b>STATUS REPORT FOR ACTIVITY</b>	<b>DUE DATE</b>
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

VII. Consultant will utilize the following personnel to accomplish the Services:

None.

See attached list. **(To be provided prior to the 1st day of school)**

VIII. Consultant will utilize the following subcontractors to accomplish the Services (check one):

None.

See attached list.

IX. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

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**EXHIBIT A-1**  
**General Provisions**

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. **Field Trips.** Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. **Parent/Guardian Visits:** To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. **Late Pick Up Policy:** Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. **Reportable Incidents:** If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. **Emergencies/ Disasters:** Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy

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shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify \_\_\_\_\_ at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

Consultant agrees to operate Program sports in accordance with the following provisions.

**1. General Requirements for Consultant’s Program Coaches**

**a. Satisfaction of Program staff requirements.** Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

**2. General Requirements for Student Eligibility in Program Sports**

**a. Medical clearance.** Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**b. Adherence to recommendations.** Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

### **3. Concussions**

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

#### **b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

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**c. Coaches – requirements if student may have sustained concussion**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student’s suspected head injury, Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**4. Sudden Cardiac Arrest (“SCA”)**

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

**a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant’s coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course “Cardiac Wise” (or any updated course), which is available through the CIF website. As proof of training, Consultant’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant’s coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student’s parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District’s prior approval. Consultant may use the SCA information sheet “Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians” prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**c. Coaches – requirements if student faints**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District’s request, provide the copies to District.

**5. Heat Illness**

Consultant agrees to adhere to the following standards regarding heat illness.

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**a. Coaches – education about heat illness prevention.** Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

**b. Preventative Measures.** Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

ii. instructing students to stay hydrated in between practices;

iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;

iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

## **6. Methicillin-Resistant Staph Aureus (MRSA)**

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches - preventative measures.** Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program



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sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs**

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Consultant development and implementation of policy.** Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District’s policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**e. Applicability.** At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

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**8. Event Emergency Guidelines**

**a. Adoption of policy.** Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial Review.** If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF  
EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen)**

**a. Obligation to Administer Epinephrine; Authorized Individuals**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Consultant Employees and Volunteers**

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

**2. Epinephrine Prescriptions**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and

Not Project Related

Project #17-01

providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

**3. Requirements for the Provision of Emergency Assistance**

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

**4. Copies of Documents**

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

**Exhibit “A(2)(i)”**

# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.  
 Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease <input type="checkbox"/> Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	<input type="checkbox"/> Male <input type="checkbox"/> Female	
BP	/	( / )	Pulse Vision R 20/ L 20/ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS	
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperfaxy, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat • Pupils equal • Hearing			
Lymph nodes			
Heart <sup>a</sup> • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)			
Pulses • Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) <sup>b</sup>			
Skin • HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic <sup>c</sup>			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional • Duck-walk, single leg hop			

<sup>a</sup>Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
- For any sports
- For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO

# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_

Not cleared

Pending further evaluation

For any sports

For certain sports \_\_\_\_\_

Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other information \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_



**Exhibit “A(2)(ii)”**

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

<b>Symptoms may include one or more of the following:</b>	
<ul style="list-style-type: none"><li>• Headaches</li><li>• “Pressure in head”</li><li>• Nausea or vomiting</li><li>• Neck pain</li><li>• Balance problems or dizziness</li><li>• Blurred, double, or fuzzy vision</li><li>• Sensitivity to light or noise</li><li>• Feeling sluggish or slowed down</li><li>• Feeling foggy or groggy</li><li>• Drowsiness</li><li>• Change in sleep patterns</li></ul>	<ul style="list-style-type: none"><li>• Amnesia</li><li>• “Don’t feel right”</li><li>• Fatigue or low energy</li><li>• Sadness</li><li>• Nervousness or anxiety</li><li>• Irritability</li><li>• More emotional</li><li>• Confusion</li><li>• Concentration or memory problems (forgetting game plays)</li><li>• Repeating the same question/comment</li></ul>
<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"><li>• Appears dazed</li><li>• Vacant facial expression</li><li>• Confused about assignment</li><li>• Forgets plays</li><li>• Is unsure of game, score, or opponent</li><li>• Moves clumsily or displays incoordination</li><li>• Answers questions slowly</li><li>• Slurred speech</li><li>• Shows behavior or personality changes</li><li>• Can’t recall events prior to hit</li><li>• Can’t recall events after hit</li><li>• Seizures or convulsions</li><li>• Any change in typical behavior or personality</li><li>• Loses consciousness</li></ul>	

**What can happen if my child keeps on playing with a concussion or returns to soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3<sup>rd</sup> International Conference on Concussion in Sport

**(INSERT SCHOOL NAME HERE)**

**Concussion Information Sheet**

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

**and**

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

**Exhibit “A(2)(iii)”**

# (INSERT SCHOOL NAME HERE)

## Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

### Los siguientes son algunos de los síntomas de una concusión:

- |                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Dolor de cabeza</li><li>• “Presión en la cabeza”</li><li>• Náusea o vómito</li><li>• Dolor de cuello</li><li>• Problemas de equilibrio o mareos</li><li>• Visión borrosa o visión doble</li><li>• Sensibilidad a la luz o ruido</li><li>• Decaído</li><li>• Adormecido</li><li>• Mareado</li><li>• Cambios en los hábitos de dormir</li></ul> | <ul style="list-style-type: none"><li>• Amnesia</li><li>• “No se siente bien”</li><li>• Fatiga o energía baja</li><li>• Tristeza</li><li>• Nervios o ansiedad</li><li>• Irritabilidad</li><li>• Más sensible</li><li>• Confundido</li><li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li><li>• Repetir la misma pregunta o comentario</li></ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**(INSERT SCHOOL NAME HERE)**  
Información acerca de las concusiones cerebrales

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

**Y**

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha

**Exhibit “A(2)(iv)”**

# ACUTE CONCUSSION EVALUATION (ACE)

## CARE PLAN

Gerard Gioia, PhD<sup>1</sup> & Micky Collins, PhD<sup>2</sup>

<sup>1</sup>Children's National Medical Center  
<sup>2</sup>University of Pittsburgh Medical Center

Patient Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_ ID/MR# \_\_\_\_\_

Date of Injury: \_\_\_\_\_

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

**Rest is the key.** You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

\_\_\_\_\_ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

**RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following**

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

### Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
  - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
  - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

### Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
  - Increased problems paying attention or concentrating
  - Increased problems remembering or learning new information
  - Longer time needed to complete tasks or assignments
  - Greater irritability, less able to cope with stress
  - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~



### Returning to School (Continued)

**Until you (or your child) have fully recovered, the following supports are recommended:** *(check all that apply)*

- No return to school. Return on (date) \_\_\_\_\_
- Return to school with following supports. Review on (date) \_\_\_\_\_
- Shortened day. Recommend \_\_\_ hours per day until (date) \_\_\_\_\_
- Shortened classes (i.e., rest breaks during classes). Maximum class length: \_\_\_ minutes.
- Allow extra time to complete coursework/assignments and tests.
- Lessen homework load by \_\_\_\_%. Maximum length of nightly homework: \_\_\_\_ minutes.
- No significant classroom or standardized testing at this time.
- Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- Take rest breaks during the day as needed.
- Request meeting of 504 or School Management Team to discuss this plan and needed supports.

### Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

**The following are recommended at the present time:**

- Do not return to PE class at this time
- Return to PE class
- Do not return to sports practices/games at this time
- Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
  - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
  - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

### Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

\*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

**This referral plan is based on today's evaluation:**

- Return to this office. Date/Time \_\_\_\_\_
- Refer to: Neurosurgery \_\_\_ Neurology \_\_\_ Sports Medicine \_\_\_ Psychiatrist \_\_\_ Other \_\_\_
- Refer for neuropsychological testing
- Other \_\_\_\_\_

**ACE Care Plan Completed by:** \_\_\_\_\_

**Exhibit “A(2)(v)”**

# Keep Their Heart in the Game

## A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

### What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

### How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

### Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

**FAINTING**  
is the  
**#1 SYMPTOM**  
OF A HEART CONDITION

### What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



## The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

### Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.  
Gasping, gurgling, snorting, moaning or labored breathing noises.  
Seizure-like activity.

### Early Access to 9-1-1



Confirm unresponsiveness.  
Call 9-1-1 and follow emergency dispatcher's instructions.  
Call any on-site Emergency Responders.

### Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

### Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

### Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

# Keep Their Heart in the Game

## Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

### Potential Indicators That SCA May Occur

- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Excessive shortness of breath during exercise
- Racing or fluttering heart palpitations or irregular heartbeat
- Repeated dizziness or lightheadedness
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise

### Factors That Increase the Risk of SCA

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

### What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation  
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation  
<http://www.epsavealife.org>

CardiacWise (20-minute training video)  
<http://www.sportsafetyinternational.org>



**Exhibit “A(2)(vi)”**



[www.cifstate.org](http://www.cifstate.org)

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee  
for distribution to Coaches, Athletic Directors and Administrators*

### MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

### WARNING SIGNS

**It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.**

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



**If you have any of these signs  
or symptoms, seek medical  
attention immediately.**

# Preventing MRSA

## *Precautions that coaches should take for preventing the spread of MRSA*

- **Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.**
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



*For more information go to [www.cifstate.org](http://www.cifstate.org) and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.*

# What to do about MRSA in School Athletic Programs



## Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
<b>General</b>			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
<b>Wrestling Room and Mats</b>			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
<b>Weight Room</b>			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ( $\geq$ 60% alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			



<b>Locker Rooms/Shower Rooms</b>			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<p><i>Notes:</i></p>			

**Exhibit “A(2)(vii)”**



www.cifstate.org

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee  
for distribution to Student-Athletes, Coaches and Parents*

### MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

### WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

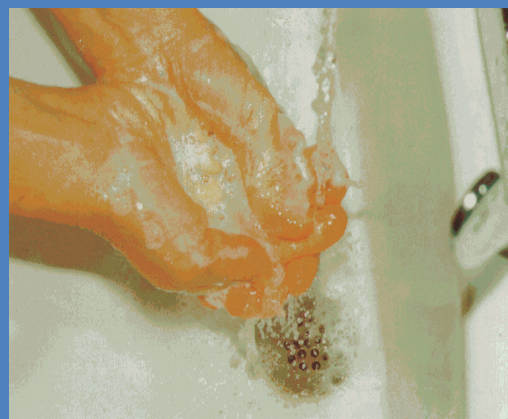
**If you have any of these signs or symptoms, seek medical attention immediately.**



## Preventing MRSA

*Here are some precautions for preventing the spread of MRSA*

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



*For more information go to [www.cifstate.org](http://www.cifstate.org) and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.*

**Exhibit “A(2)(viii)”**



# CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.1)

**Our School Policy:**

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

**PLEASE COMPLETE THIS FORM AND RETURN TO \_\_\_\_\_  
NO LATER THAN \_\_\_\_\_**

**Print Name of Student-Athlete:**

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the \_\_\_\_\_ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

\_\_\_\_\_  
*Signature of Student-Athlete named above*

\_\_\_\_\_  
*Date signed*

\_\_\_\_\_  
**Print or type name of Parent/Guardian/Caregiver signing below**

\_\_\_\_\_  
**Relationship to student**

\_\_\_\_\_  
**Signature of Parent/Guardian/Caregiver**

\_\_\_\_\_  
*Date signed*

**Exhibit “A(2)(ix)”**

# **EVENT EMERGENCY GUIDELINES**

**CALIFORNIA INTERSCHOLASTIC  
FEDERATION**

**MARCH, 2013**



## Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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## **GENERAL REMINDERS**

### **WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:**

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

## **PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS**

**GENERAL CONSIDERATIONS:** Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

### **A. RESPONSIBILITIES OF HOME TEAM**

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

## **B. GUIDELINES FOR VISITING TEAMS**

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

## **C. GUIDELINES FOR BOTH TEAMS**

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

## **PART II: SPECIFIC THREATS**

### **A. INJURIES AND MEDICAL EMERGENCIES**

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

### **B. FIRE**

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

### **C. EARTHQUAKE:**

#### **(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait**

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

## **B. Outside Event: DROP AND COVER AND STAY OUTSIDE**

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

## **C. Traveling to a School Event: STOP SAFELY**

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

#### **D. SEVERE WEATHER**

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY**

**GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.**

##### **A. Outside Event**

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.



12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

## **B. Inside a Building**

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

## **C. Fight Option**

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

## **F. WEAPONS WITHOUT SHOOTING**

### **A. Suspected Weapon On The Premises**

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

### **B. Observed Weapon On The Premises**

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

### **G. SUSPICIOUS BEHAVIOR**

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

### **H. CHILD ABUSE**

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.  
(Remember: All information about children and families is **confidential**)

### **Definitions Of Child Abuse:**

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

## **I. PERSONNEL HARASSMENT**

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

## **J. POWER OUTAGE**

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

## **K. MISSING CHILD**

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
  - Does s/he know how to ride the bus?
  - Does s/he have any money?
  - Are there any places in the area that the child is familiar with such as a playground or picnic area?
  - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **L. ABDUCTION**

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

#### **M. CONTROLLED SUBSTANCE (Drugs/Alcohol)**

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

#### **N. SEXUAL HARASSMENT**

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
  - What did the person say?
  - What did the person do that made you feel uncomfortable?

- When did this happen?
  - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
  4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
  5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

## **O. SEXUAL ASSAULT**

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being taken to care for the injured person and to protect others.

### **Note: For Sexual Assaults:**

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

## **P. TACTICAL SITUATION**

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

## **Q. BOMB THREATS**

### **ALL BOMB THREATS MUST BE TAKEN SERIOUSLY**

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK**.....
  - **WHEN** will the device explode?
  - **WHERE** is the device?
  - **WHAT** kind of device is it?
  - **WHAT** does it look like?
  - **WHY** did you place the device?
  - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
  - Time of call
  - Exact words of caller
  - Male or female sounding voice
  - Is there a detectable accent
  - Voice tone, pitch, meter
  - Speech skills, inflections
  - Is the voice familiar
  - Background noise
  - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
  - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
  - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
  - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

**For Those Individuals Aware Of The Bomb Threat:**

**DO NOT PANIC.** Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-01**

**COMPENSATION**

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) and “Additional Services” for summer school not to exceed One Hundred and Five Thousand (\$105,000) and Intersession not to exceed Two Hundred Thousand (\$200,000) payable through reimbursement as outlined in Exhibit A-0.
  
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.
  
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Monthly expenditure report by school.
  - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
  - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - D. Line items for all supplies properly charged to the Services.
  - E. Line items for all travel properly charged to the Services.
  - F. Line items for all equipment properly charged to the Services.
  - G. Line items for all materials properly charged to the Services.
  - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.



**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-01**

**INSURANCE**

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.

2. Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

3. Insurance coverage should include:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

4. Workers' Compensation insurance as required by the laws of the State of California.

5. Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

6. Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

1. District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

2. Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

3. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project #17-01

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-01**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

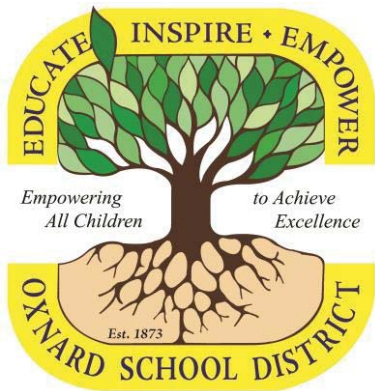
Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2017

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

*The meeting schedule shown above is subject to change at any time.*

***NOTE: Changes are indicated in italics/bold.***

Board Approved: 12-7-16

*Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”*