

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 #14
REGULAR BOARD MEETING
Wednesday, April 19, 2017
5:00 p.m. – Study Sessions
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

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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

Dr. Andres Duran, Principal at McAuliffe School Academy of STEAM, will introduce Isabella Molina, 4th grader in Ms. Kay Grayson'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 Fred Kobina Koranchi Arthur, 4th grader in Ms. Kay Grayson's class; then read in Spanish by Alyssa Ruiz, 3rd grader in Ms. Holly Yarborough's class.

A.4 Presentation by McAuliffe School Academy of STEAM

Dr. Andres Duran will provide a short presentation to the Board regarding McAuliffe School Academy of STEAM. Following the presentation President Morrison will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Recognition of Oxnard School District's Million Word Readers (Freeman/Curtis)

The Board of Trustees will recognize Oxnard School District Students who have read One Million Words.

A.6 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.7 Study Session – The Center for Teaching for Biliteracy (Freeman/DeGenna)

The Board of Trustees will receive a presentation on The Center for Teaching for Biliteracy.

A.8 Study Session – Local Control Accountability Plan Update (Freeman)

The Board of Trustees will receive an update on the District's Local Control Accountability Plan for 2017-2018.

A.9 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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.

**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.10 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigations: 3 cases
 - Office of Administrative Services Case No.: 2016100069, 2016091095 and 2016100054

2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 16-09 (Action Item)
 - Case No. 16-10 (Action Item)
 - Case No. 16-11 (Action Item)
 - Case No. 16-13 (Action Item)

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
 - Public Employee Evaluation(s): Principals

A.11 Reconvene to Open Session

7:00 PM

A.12 Report Out of Closed Session

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:

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 Report Out of Closed Session (continued)

REMOVAL/SUSPENSION/EXPULSION OF STUDENTS

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

Case No. 16-09 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __

Case No. 16-10 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __

Case No. 16-11 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __

Case No. 16-13 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __

A.13 Recognition of Oxnard School District’s Million Word Readers (Freeman/Curtis)

The Board of Trustees will recognize Oxnard School District Students who have read One Million Words.

A.14 Measure R Bond Oversight Committee Annual Report (Cline)

The Board of Trustees will receive a presentation on the Bond Oversight Committee’s fourth annual report per Proposition 39 requirements.

**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)

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)

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 – Doris/Patterson Draft PEA (Dr. Morales/Cline/CFW, Inc.)

This being the date noticed, the Board of Trustees will hold a public hearing to present the Preliminary Environmental Assessment (PEA) results for the Doris/Patterson Site.	Public Comment: Presentation:
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B.3 Public Hearing – Adoption of Resolution #16-29 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance with Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Cline)

This being the date noticed, the Board of Trustees will hold a public hearing approving a school facilities needs analysis, adopting alternative school facilities fees in compliance with Government Code Section 65995.5, 65995.6 & 65995.7 and Section 17620 of the Education Code.	Public Comment: Presentation: Moved: Seconded:
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Following this public hearing, it is the recommendation of the Deputy Superintendent, Business & Fiscal Services that the Board of Trustees approve Resolution #16-29 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5 & 65995.6 and 65995.7 and Section 17620 of the Education Code.

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
 (continued)

B.4 Public Hearing – Adoption of Resolution #16-27 and Approval of Agreement #16-254 with EMCOR Services Mesa Energy Systems Inc., for HVAC Design Build Services – Prop 39 (Cline/Fateh)

The Board of Trustees will hold a public hearing regarding the adoption of Resolution #16-27 and Approval of Agreement #16-254 with EMCOR Services Mesa Energy Systems Inc.

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

Following the public hearing, it is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees adopt Resolution #16-27 and approve Agreement #16-254 with EMCOR Services Mesa Energy Systems, Inc., to provide HVAC Design-Build Services at four (4) school sites in order to increase energy efficiency in accordance with the Prop 39 guidelines; amount not to exceed \$1,544,442.00, to be paid with Prop 39 Funds.

Roll Call Vote:

Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison

B.5 Public Hearing – Adoption of Resolution #16-28 and Approval of Agreement #16-255 with ReGreen, Inc., for Lighting Retrofit Services – Prop 39 (Cline/Fateh)

The Board of Trustees will hold a public hearing regarding the adoption of Resolution #16-28 and Approval of Agreement #16-255 with ReGreen, Inc.

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

Following the public hearing, it is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees adopt Resolution #16-28 and approve Agreement #16-255 with ReGreen, Inc., to provide lighting retrofit services at nineteen (19) district sites in order to increase energy efficiency in accordance with Prop 39 guidelines; amount not to exceed \$1,261,917.53, to be paid with Prop 39 Funds.

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 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"> ▪ From Oxnard Educators Association, a donation of \$1,000.00 to purchase new books for each school library in the Oxnard School District in honor of Read Across America 2017. 	Dr. Morales

C.2 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
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Enrichment:

- | | |
|--|----------------------|
| <ul style="list-style-type: none"> ▪ #16-250 with Oxnard Performing Arts & Convention Center, for use of facilities for the “Haydock Academy of Arts & Sciences Spring Showcase 2017”, June 8, 2017; amount not to exceed \$1,513.00, to be paid with School Site Funds – Targeted; | Freeman/
Bond |
| <ul style="list-style-type: none"> ▪ #16-251 with Art Trek Inc., to provide one (1) instructor to provide enrichment to two (2) groups of 25 students on Saturdays, and provide professional development for the pilot summer school program during the Summer 2017; amount to exceed \$20,000.00, to be paid with Title I Funds; | Freeman/
Thomas |
| <ul style="list-style-type: none"> ▪ #16-253 with Mad Science of Los Angeles, to provide enrichment activities to students participating in the Saturday Enrichment and Pilot Summer School Program; amount not to exceed \$216,000.00, to be paid with Title I Funds; | Freeman/
Thomas |
| <ul style="list-style-type: none"> ▪ #16-258 with Mad Science of Los Angeles, to provide four (4) Physical Science assemblies to students at Ritchen School; amount not to exceed \$1,700.00, to be paid with Site Allocated General Funds – Non-Targeted; | Freeman/
Anguiano |
| <ul style="list-style-type: none"> ▪ #16-259 with Oxnard College for use of facilities for Lemonwood School’s 8th grade promotion ceremony on Wednesday, June 14, 2017 at 12:00 p.m.; amount not to exceed \$505.00, to be paid with General Funds. | Freeman/
Wennes |

Special Education:

- | | |
|--|------------------------------|
| <ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-163 with Dr. Carren J. Stika, to provide Independent Education Evaluator Services for the Special Education Department during the 2016-17 school year, in the amount not to exceed \$6,000.00; Amendment #1 is to cover an increase in services for \$24,000.00, for a total cost of \$30,000.00, to be paid with Special Education Funds; | Freeman/
Sugden |
| <ul style="list-style-type: none"> ▪ Amendment #2 to Agreement #16-71 with STAR of CA, ERA ED, to provide classroom support and 1 to 1 behavior therapists for identified students for the 2016-2017 school year, amount not to exceed \$120,000.00; Amendment #1 was for \$60,000.00; Amendment #2 is to increase funding in the amount of \$204,100.00; \$200,000.00 to be paid with Special Education Funds, and \$4,100.00 to be paid with MAA Funds; for a total cost of \$384,100.00. | Freeman/
Sugden/
Ridge |

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Section C CONSENT AGENDA

(continued)

C.2 *Agreements (continued)*

It is recommended that the Board approve the following agreements:	Dept/School
Support Services:	
<ul style="list-style-type: none"> ▪ Addendum #2 to Agreement #14-05 with School Innovations & Achievement, to provide A2A services and software for each school site for the period of July 1, 2014 through June 30, 2017, in the amount not to exceed \$233,400.00; Addendum #1 was to provide services and software regarding the Achievement Initiative Data Release at no additional cost; Addendum #2 is to provide services and software for Chronic Absence Letters, not to exceed \$6,800.00, for a total annual cost for 2016-17 of \$84,600.00, to be paid with General Funds and MAA Funds; 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-52 with American Language Services, to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00; Amendment #1 is to increase services in the amount of \$10,000.00, for a total cost of \$15,000.00, to be paid with Title I Funds; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-123 with Generation Ready Inc., to provide Cultural Proficiency training districtwide, September 22, 2016 through June 30, 2017; original cost was \$137,000.00, Amendment #1 is for \$20,000.00, for a total cost of \$157,000.00; to be paid with Title II Funds. 	Freeman

C.3 *Ratification of Agreements*

It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ #16-252 with Ventura County Office of Education, to provide exceptional services to special education students JW080310 and AD091102 that consist of support from Special Circumstances Paraeducators (SCP's), for the 2016-2017 school year, including Extended School Year; amount not to exceed \$22,367.60, to be paid with Special Education Funds; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-256 with Lindamood-Bell Learning Processes, to provide 1:1 sensory-cognitive instruction services during the 2016-2017 school year; amount not to exceed \$100,000.00, to be paid with Special Education Funds; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-260 with MyTherapyCompany, LLC, to provide supplemental staffing services including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist, April 17, 2017 through July 30, 2017; amount not to exceed \$25,000.00, to be paid with Special Education Funds; 	Freeman/ Sugden
<ul style="list-style-type: none"> ▪ #16-261 with Therapy Travelers, to provide supplemental staffing services including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist; amount not to exceed \$58,000.00, to be paid with Special Education Funds. 	Freeman/ Sugden
Support Services:	
<ul style="list-style-type: none"> ▪ #16-257 with Ventura County Office of Education, to provide increased school stability for Foster Youth in Ventura County, January 1, 2017 through June 30, 2017; amount not to exceed \$10,000.00, to be paid with Title I Funds. 	Freeman/ Ridge

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 Approval For Request to Attend Migrant Speech and Debate Tournament
And Overnight Fieldtrip – Bakersfield, CA***

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of English Learner Services, that the Board of Trustees approve request for Evelyn Cacho, 7th grade student at Curren School, to attend the California Migrant Education Program Annual State Speech and Debate Tournament in Bakersfield, California, May 5 – 7, 2017, at no cost to the District, VCOE will cover the cost of meals, travel and lodging.	Dept/School Freeman/ Batista
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***C.5 Approval of Overnight Field Trip to Monterey Bay Aquarium – Fremont Academy of
Environmental Science & Innovative Design***

It is the recommendation of the Assistant Superintendent, Educational Services and the Principal of Fremont Academy of Environmental Science & Innovative Design, that the Board of Trustees approve request for five or six 6 th and 7 th grade students to attend an overnight field trip to the Monterey Bay Aquarium as part of the Ocean Plastic Pollution Summit, April 29, 2017; amount not to exceed \$2,000.00 for travel costs and food, to be paid from Discretionary Funds.	Dept/School Freeman/ Brisbine
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***C.6 Approval to Attend Out of State Training – Harvard University, Cambridge,
Massachusetts***

It is the recommendation of the Assistant Superintendent, Educational Services and the Project Director of MSAP, that the Board of Trustees approve request for twenty-six (26) middle school educators to participate in Harvard University's Project Zero Classroom in Cambridge, Massachusetts, July 19 th through July 23 rd , 2017; amount not to exceed \$130,000.00 which includes registration, airfare, hotel accommodations, ground transportation and meals, to be paid with OSD MSAP Grant Funds.	Dept/School Freeman/ West
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C.7 Approval to Attend Out of State Conference – Portland, Oregon

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services, that the Board of Trustees approve request for Michael Chris Ridge, Director of Pupil Services, fourteen (14) Oxnard School District Educators and Staff Members, and Jeremy Resnick, Director at VCOE to participate in the 21 st Annual Safe & Civil Schools National Conference in Portland, Oregon, July 16 – 20, 2017; amount not to exceed \$40,000.00, to be paid with CHAMPS/PBIS Funds and Site Funds.	Dept/School Freeman\ Ridge
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***C.8 Approval of the 2016-17 Quarterly Report on Williams Uniform Complaints;
Third Quarter***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve the 2016-17 Quarterly Report on Williams Uniform Complaints; third quarter, as presented.	Dept/School Vaca
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***C.9 Approval to Set Date for Public Hearing re: Sunshine of the Oxnard Supportive Services
Association (OSSA) 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 schedule May 3, 2017 for the Public Hearing for OSSA and the District's proposals.	Dept/School Vaca
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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 Consider Approval of Change Order No. 005 to the Construction Services Agreement #15-198 with Swinerton Builders to Adjust the Completion Date and Related Schedule Impact Costs for the Lemonwood K-8 School Reconstruction

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 005 to the Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project of Measure “R” Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code; amount not to exceed \$33,949.46, to be paid with the Master Construction and Implementation Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.11 Approval of Work Authorization Letter #3 (“WAL #3”) for Master Agreement #13-131 for Rincon Consultants Inc., To Perform Environmental Support Services for the Elm E.S. Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, Inc., that the Board approve Work Authorization Letter #3 to Agreement #13-131 with Rincon Consultants Inc., to perform environmental support services for the Elm E.S. Reconstruction Project; amount not to exceed \$25,000.00, to be paid with the Master Construction and Implementation Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.12 Approval of Work Authorization Letter #3 for Master Agreement #13-154 with NV5 West Inc., for Design Phase Geotechnical Engineering Services for the McKinna Elementary School Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #3 for Master Agreement #13-154 with NV5 West Inc., to provide Design Phase Geotechnical Engineering Services for the McKinna E.S. reconstruction project; amount not to exceed \$22,400.00, to be paid with the Master Construct and Implementation Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.13 Approval of Work Authorization Letter #4 (“WAL #4”) for Master Agreement #13-126 with MNS Engineers Inc., To Perform Survey Services for the McKinna E.S. Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, Inc., that the Board of Trustees approve Work Authorization Letter #4 to Agreement #13-126 with MNS Engineers Inc., to provide survey services for the McKinna E.S. Reconstruction Project; amount not to exceed \$31,285.00, to be paid with the Master Construction and Implementation 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 WAL #004 for Master Agreement #13-131 with Rincon Consultants Inc. For CEQA Services for the McKinna Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #004 to Agreement #13-131 with Rincon Consultants, Inc., to provide CEQA services for the McKinna E.S. Reconstruction Project; amount not to exceed \$2,967.00, 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 Amendment #002 to Agreement #13-121 for SVA Architects To Provide Additional Architectural Services for the Elm School Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, Inc., that the Board of Trustees approve Amendment #002 to Agreement #13-121 with SVA Architects, to provide additional architectural and engineering services for the Elm Reconstruction Project; amount not to exceed \$165,760.00, to be paid with Master Construct & Implementation Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.16 Approval of Amendment #003 to Agreement #13-121 for SVA Architects To Provide Additional Architectural Services for the Elm School Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, Inc., that the Board of Trustees approve Amendment #003 to Agreement #13-121 with SVA Architects, to provide additional architectural and engineering services for the Elm Reconstruction Project; amount not to exceed \$44,850.00, to be paid with Master Construct & Implementation Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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C.17 Approval of Dispersal No. 005 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 & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 005 to Construction Services Agreement #15-198 with Swinerton Builders, for eleven (11) 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. 005 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$64,379.60. 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. 005 will be \$257,918.35.

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.18 Approval of Field Contract #FC-P17-04232 – David Atkin Construction Inc.

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-P17-04232, Rose Avenue School TV Anchor Replacement, with David Atkin Construction Inc.; amount not to exceed \$20,757.00, to be paid with Deferred Maintenance Funds.	Dept/School Cline/ Fateh
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C.19 Approval of Notice of Completion, Harrington School Fence Project 2016, Bid #16-01

It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #16-01, Harrington School Fence Project 2016 with Fence Factory.	Dept/School Dr. Morales/ Cline/ CFW, Inc.
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C.20 Designation of Representative and Alternate to The Ventura County Schools Self-Funding Authority’s Board of Directors

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve the designations to the VCSSFA Board as follows: Representative – Lisa Cline, Deputy Superintendent, Business & Fiscal Services; and Alternate – Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services.	Dept/School Cline
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C.21 Disposal of Surplus Personal Property

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the List of District Surplus Personal Property dated March 21, 2017 obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.	Dept/School Cline/ Franz
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C.22 Purchase Order/Draft Payment Report #16-08

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 #16-08, as submitted.	Dept/School Cline/ Franz
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C.23 Enrollment Report

Attached for the Board’s information is the district’s enrollment report for the month of March 2017.	Dept/School Cline
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C.24 Adoption of Notice of Intention to Adopt The Proposed Resolution of Necessity #16-26 And Setting Of Date For Public Hearing Pursuant To California Code of Civil Procedure Section 1245.235

It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the Notice of Intention to Adopt Resolution of Necessity #16-26 and set the date of May 17, 2017 for a Public Hearing on the proposed Resolution.	Dept/School Dr. Morales/ Cline
--	--------------------------------------

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.25 Designate The Position of Executive Assistant to the Superintendent –
 Senior Management and Adopt Resolution #16-32***

It is recommended that the Board of Trustees approve to designate the position of Executive Assistant to the Superintendent as a Senior Management position and adopt Resolution #16-32 in order to provide more flexibility in the hiring process.	Dept/School Koch
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***C.26 Approve New Job Description for Instructional Materials Warehouse Attendant/
 Driver***

It is recommended that the Board of Trustees approve the new classification of job description for Instructional Materials Warehouse Attendant/Driver.	Dept/School Koch
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C.27 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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C.28 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/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 D
ACTION ITEMS**

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

D.1 6-8 ELA Adoption (Freeman/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accept the report as presented and approve the adoption of the Study Sync ELA/ELD Curriculum for grades 6th through 8th; estimated total cost of materials is \$1,573,934.00; to be paid with Unrestricted General Funds.

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Cordes __, Morrison __

D.2 PE Minutes Compliance Cal200 Settlement (Freeman)

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the Oxnard School District’s compliance with the Cal200 settlement.

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Cordes __, Morrison __

D.3 Approval of Updated Conceptual Site Design For The Proposed Doris/Patterson School Site (Dr. Morales/Cline/CFW, Inc.)

It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve the conceptual site layout for the Doris/Patterson site, 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 E
APPROVAL OF MINUTES

E.1 Approval of Minutes

It is recommended that the Board approve the minutes of regular board meeting,
as submitted:

- March 1, 2017, regular board meeting

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 F
BOARD POLICIES

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

F.1 First Reading of Board Policies, Regulations and Bylaws

It is recommended that the Board review the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and approve for a first reading:

Revision AR 3460	Business and Noninstructional Operation FINANCIAL REPORTS AND ACCOUNTABILITY	Cline
Delete BP & AR 4112.24	Certificated Employees TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT	Vaca
Revision AR 5142.1	Students IDENTIFICATION AND REPORTING OF MISSING CHILDREN	Cline

**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)*

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Recognition of Students - Honoring Oxnard School District's Million Word Readers (Freeman/Curtis)

Students who have read One Million Words will be recognized by the Board of Trustees. Students will receive a t-shirt that states, "I Read 1,000,000 Words What's your Superpower."

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/19/17

- A. Preliminary _____
Study Session: X
- 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 1st Reading _____ 2nd Reading _____

Presentation on The Center for Teaching for Biliteracy (Freeman/De Genna)

The Center for Teaching for Biliteracy will provide information in the area of the Dual Language Program. The presenters will present in the following areas:

- Instruction in dual language programs
- Language Programs in the U.S.
- Systems that develop biliteracy

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Dual Language Programs that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL:

PowerPoint Presentation



Dual Language Programs: Developing Bilingualism, Biculturalism and Biliteracy

Oxnard, California
April 19, 2017



Karen Beeman
Center for Teaching for Biliteracy

www.TeachingForBiliteracy.com

 @T4Biliteracy
 Teaching for Biliteracy

Agenda:

- Instruction in dual language programs
- Language Programs in the U.S.
- Systems that develop biliteracy
- Closure



Introductions



Dual Language Program Goals

- **Biliteracy**
- **Bilingualism**
- **Intercultural competence**



Teaching for biliteracy is different than teaching for monoliteracy because

- Spanish in the U.S. is a minority language within a majority culture
- Students use all the languages in their linguistic repertoire to develop literacy
- Spanish and English are governed by different linguistic rules and cultural norms



Teaching for biliteracy is different than teaching for monoliteracy because...

- Spanish in the U.S. is a minority language within a majority culture; **therefore, we must elevate the status of Spanish.**
- Students use all the languages in their linguistic repertoire to develop literacy; **we therefore teach literacy in both English and Spanish, go from informal to formal language, and include the Bridge**
- Spanish and English are governed by different linguistic rules and cultural norms; **therefore we teach "Spanish a la Spanish" and "English a la English."**



Instruction in Dual Language

La enseñanza en los programas duales



ELPA 2.1 CAN DO Descriptors for the Levels of English Language Proficiency, Pre-K-12

Level of English language proficiency, with support. English learners can:

	Level 1 Entering	Level 2 Beginning	Level 3 Developing	Level 4 Expanding	Level 5 Bridging
LISTENING	Point to named pictures, words, phrases Follow one-step oral directions Match oral statements to objects, figures or illustrations	Sort pictures, objects according to oral instructions Follow two-step oral directions Match information from oral descriptions to objects, illustrations	Locate, select, order information from oral descriptions Follow multi-step oral directions Generate or sequence oral information using pictures, objects	Compare/contrast functions, relationships from oral information Analyze and apply oral information Identify cause and effect from oral discourse	Draw conclusions from oral information Explain phenomena, give examples and justify responses Make connections from oral discourse
READING	Match items and symbols to words, phrases or environmental print Identify concepts about print and text features	Locate and classify information Identify facts and explicit messages Select language patterns associated with facts	Sequence pictures, events or processes Identify main ideas Use context clues to determine meaning of words	Interpret information or data Find details that support main ideas Identify word families, figures of speech	Conduct research to glean information from multiple sources Draw conclusions from explicit and implicit text
WRITING	Label objects, pictures, diagrams Draw in response to a prompt Produce icons, symbols, words, phrases to convey messages	Make lists Produce drawings, phrases, short sentences, words Give information requested from oral or written directions	Produce basic sentences, paragraphs or narratives Use context clues to determine meaning of words Describe events, people, processes, procedures	Summarize information from graphics or texts Edit and revise writing Create original ideas in detailed responses	Apply information to new contexts Edit to multiple genres and audiences Analyze multiple forms/ genres of writing

Availability of students' cognitive development that to age, grade level spans, their diversity of educational experiences and diagnosed learning disabilities (if applicable), are to be considered in using this information.

Spanish Language Development

Descripción de Habilidades: Grados Escolares 1-2

Dado el nivel de desempeño en inglés y apoyados de gráficos, apoyos visuales, y apoyos interactivos hasta el Nivel 4, los estudiantes de inglés pueden procesar o producir el lenguaje que se necesita para hacer lo siguiente:

	Nivel 1 Entrando	Nivel 2 Emergiendo	Nivel 3 Desarrollando	Nivel 4 Extendiendo	Nivel 5 Conectando	
ESCUCHAR	Seguir instrucciones de un paso siguiendo un modelo gráfico. Ejemplo: "Encuentra un lápiz". Indicar dibujos de objetos usando signos indicacionales sencillos. Indicar objetos de la vida real que se refieren a palabras o ilustraciones sencillas. Indicar gestos o movimientos sencillos con una declaración. Ejemplo: "Tiene un mano izquierda".	Empaquetar objetos fáciles con sus ilustraciones. Seguir instrucciones verbales de dos a tres pasos. Ejemplo: "Tira la flor de colores. Luego, elige el objeto correcto". Ocultar una serie de ilustraciones verbales usando objetos reales o dibujos. Clasificar objetos de acuerdo a descripciones descriptivas verbales. Localizar algunos detalles verbales.	Seguir instrucciones sencillas de múltiples pasos. Ocultar dibujos de objetos fáciles en un alto ejemplo de contexto, lo ideal es el aula. Empaquetar personas con sus roles o acciones con funciones descriptivas verbales. Clasificar objetos de acuerdo a descripciones descriptivas verbales.	Comparar/contrastar dibujos de objetos a un software físico (ejemplo: tarjetas, fichas, cartas) usando un diagrama oral. Formar palabras o sonidos sencillos en un nivel de un solo día. Interpretar información de textos sencillos de la vida real. Identificar actividades descriptivas verbales. Localizar dibujos, frases y palabras sencillos en apoyo visual y descriptivo.	Usar pistas del contexto para entender el significado de un texto leído. Aplicar ideas de discusiones verbales a situaciones nuevas. Interpretar información de textos sencillos de la vida real. Comparar/contrastar información. Describir eventos, people, procesos, procedimientos.	Usar pistas del contexto para entender el significado de un texto leído. Aplicar ideas de discusiones verbales a situaciones nuevas. Interpretar información de textos sencillos de la vida real. Comparar/contrastar información. Describir eventos, people, procesos, procedimientos.
HABLAR	Seguir palabras simples, frases y gestos del lenguaje natural. Responder a preguntas sencillas de contenido con una palabra. Describir lo que hace o muestra un dibujo. Identificar y nombrar objetos de la vida diaria. Participar en cantos y giros de un grupo.	Usar el lenguaje natural para hacer conexiones de lenguaje simple. Ejemplo: "¿Qué es esto?" Expresar necesidades sencillas. Ejemplo: "¿Tengo lápiz?" Responder a preguntas sencillas de contenido con una palabra. Describir lo que hace o muestra un dibujo. Identificar y nombrar objetos de la vida diaria. Participar en cantos y giros de un grupo.	Hacer preguntas de contenido académico. Expresar necesidades sencillas. Ejemplo: "¿Tengo lápiz?" Responder a preguntas sencillas de contenido con una palabra. Clasificar y nombrar objetos de la vida diaria. Comparar objetos de la vida real. Ejemplo: "¿Cuál es más grande?", "¿Cuál es más pequeño?" Describir características del contenido académico. Ejemplo: orgánico, inorgánico.	Hacer preguntas de contenido académico y social. Participar en giros de la vida académica y social. Formar palabras y sonidos sencillos. Formar palabras con fonemas. Ocultar contextos con palabras. Ocultar contextos con imágenes.	Usar vocabulario académico en palabras de la vida. Expresar ideas y opiniones con ejemplos. Usar presentaciones verbales sencillas en temas de contenido académico. Hacer conexiones con compañeros y maestros.	Usar vocabulario académico en palabras de la vida. Expresar ideas y opiniones con ejemplos. Usar presentaciones verbales sencillas en temas de contenido académico. Hacer conexiones con compañeros y maestros.

WIDA Consortium

Descripción de Habilidades: Grados Escolares 1-2

Dado el nivel de desempeño en inglés y apoyados de gráficos, apoyos visuales, y apoyos interactivos hasta el Nivel 4, los estudiantes de inglés pueden procesar o producir el lenguaje que se necesita para hacer lo siguiente:

	Nivel 1 Entrando	Nivel 2 Emergiendo	Nivel 3 Desarrollando	Nivel 4 Extendiendo	Nivel 5 Conectando	
LEER	Identificar símbolos, frases y oraciones del medioambiente. Conocer la secuencia con lo visual. Empaquetar dibujos familiares de la vida real con sus etiquetas. Seguir instrucciones usando dibujos o dibujos.	Buscar dibujos asociados con personas de palabras. Identificar e interpretar diagramas etiquetados que ya han sido enseñados. Empaquetar lo dicho con lo escrito al señalar, letras, o palabras ilustradas. Clasificar palabras en grupos de palabras.	Hacer conexiones entre el mismo y el tema con imágenes. Identificar e interpretar diagramas etiquetados que ya han sido enseñados. Empaquetar dibujos que se relacionan con una serie de dibujos. Clasificar palabras ilustradas en categorías. Empaquetar frases y oraciones con dibujos.	Empaquetar en orden que forma oraciones no función para estimular comprensión. Identificar elementos básicos de contenido de lectura (ejemplo: título, lugar, personaje). Seguir instrucciones a nivel de oraciones. Distanciar entre lenguaje general y específico de un contexto (ejemplo: "¿es grande como una casa?").	Empaquetar a usar características de escritura no función para estimular comprensión. Usar estrategias de aprendizaje. Identificar ideas principales. Empaquetar lenguaje figurativo con ilustraciones (ejemplo: "¿es grande como una casa?").	Empaquetar a usar características de escritura no función para estimular comprensión. Usar estrategias de aprendizaje. Identificar ideas principales. Empaquetar lenguaje figurativo con ilustraciones (ejemplo: "¿es grande como una casa?").

WIDA Consortium

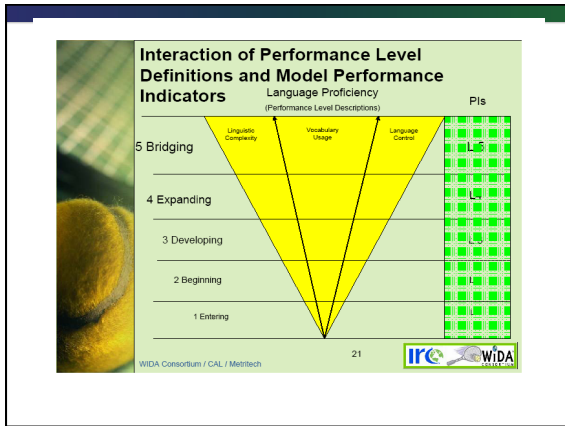
Descripción de Habilidades: Grados Escolares 1-2

Dado el nivel de desempeño en inglés y apoyados de gráficos, apoyos visuales, y apoyos interactivos hasta el Nivel 4, los estudiantes de inglés pueden procesar o producir el lenguaje que se necesita para hacer lo siguiente:

	Nivel 1 Entrando	Nivel 2 Emergiendo	Nivel 3 Desarrollando	Nivel 4 Extendiendo	Nivel 5 Conectando	
ESCRIBIR	Copiar lenguaje escrito. Usar lenguaje nativo (L1) cuando L2 es el medio de instrucción para formar palabras en inglés. Comunicarse a través de dibujos. Empaquetar dibujos o objetos sencillos.	Primer información usando organizadores gráficos. Crear listas de palabras/frases usando bancos de palabras. Completar oraciones en la que se le presta el inicio siguiendo un modelo. Describir personas, lugares, o objetos según ejemplos y modelos ilustrados.	Crear oraciones originales por escritura (ejemplo: uso de organizadores gráficos). Crear oraciones simples con bancos de palabras/frases. Participar en escritura interactiva. Dar información con contenido académico usando gráficos o apoyos visuales.	Crear oraciones originales. Crear monologos con un propósito social (ejemplo: una carta para un enfermo). Escribir en un diario acerca de sus experiencias personales. Usar recursos de la clase para crear oraciones (ejemplo: usar diccionario ilustrado).	Crear una serie de oraciones para responder preguntas. Producir oraciones con contenido académico. Crear cuentos. Explicar procesos o pasos usando oraciones relacionadas entre si.	Crear una serie de oraciones para responder preguntas. Producir oraciones con contenido académico. Crear cuentos. Explicar procesos o pasos usando oraciones relacionadas entre si.

Supports for Language Learners

Sensory Supports	Graphic Supports	Interactive Supports
Real-life objects (realia) Manipulatives Pictures & photographs Illustrations, diagrams & drawings Magazines, newspapers Physical activities Videos, film Broadcasts Models & figures	Charts Graphic organizers Tables Graphs Timelines Number lines	In pairs or partners In triads or small groups In a whole group using cooperative group structures With the Internet (websites) or software programs In the native language (L1) With mentors



Three Parts to a Unit

Spanish with a Bridge to English

- The goal of Spanish is to teach the concepts and to develop academic language. The heavy lifting of learning takes place in Spanish.
- The goal of the Bridge is to explicitly transfer academic language from one language to the other and to develop metalinguistic awareness through the contrastive analysis..
- The goal of English is to give students the chance to use their learning in English and to extend the literacy big idea. (Not to re-teach).

Theme	BILITERACY UNIT FRAMEWORK (BUF)	Content Area and Content Big Idea(s) Language Arts Big Ideas
Standards:	<ul style="list-style-type: none"> Content Area Standards English Language Arts Standards Spanish Language Arts Standards English Language Development (Proficiency) Standards Spanish Language Development (Proficiency) Standards 	Content Area Targets Language Targets Summative Assessment
Building Oracy and Background Knowledge	<ul style="list-style-type: none"> Interactive, hands-on activity Vocabulary Development 	<p>PAGES 16 AND 17</p> <p>Assessment</p>
Reading Comprehension	<ul style="list-style-type: none"> Guided Reading Read aloud 	
Writing	<ul style="list-style-type: none"> Guided Writing Writers' Workshop 	
Word Study and Fluency	<ul style="list-style-type: none"> Decoding Phonics 	
Summative Assessment	<ul style="list-style-type: none"> Spelling 	
Bridge	<ul style="list-style-type: none"> Metalinguistic Skills 	
Extension Lesson or Activity		

Theme		Content Area and Content Big Idea(s) Language Arts Big Ideas
Standards:	<ul style="list-style-type: none"> Content Area Standards English Language Arts Standards Spanish Language Arts Standards English Language Development (Proficiency) Standards Spanish Language Development (Proficiency) Standards 	Content Area Targets Language Targets Summative Assessment
Building Oracy and Background Knowledge	<ul style="list-style-type: none"> Interactive, hands-on activity Vocabulary Development 	<p>Formative Assessment</p>
Reading Comprehension	<ul style="list-style-type: none"> Guided Reading Read aloud 	
Writing	<ul style="list-style-type: none"> Guided Writing Writers' Workshop 	
Word Study and Fluency	<ul style="list-style-type: none"> Decoding Phonics 	
Summative Assessment	<ul style="list-style-type: none"> Spelling 	
Bridge	<ul style="list-style-type: none"> Metalinguistic Skills 	
Extension Lesson or Activity		

Theme		Content Area and Content Big Idea(s) Language Arts Big Ideas
Standards:	<ul style="list-style-type: none"> Content Area Standards English Language Arts Standards Spanish Language Arts Standards English Language Development (Proficiency) Standards Spanish Language Development (Proficiency) Standards 	Content Area Targets Language Targets Summative Assessment
Building Oracy and Background Knowledge	<ul style="list-style-type: none"> Interactive, hands-on activity Vocabulary Development 	<p>Formative Assessment</p>
Reading Comprehension	<ul style="list-style-type: none"> Guided Reading Read aloud 	
Writing	<ul style="list-style-type: none"> Guided Writing Writers' Workshop 	
Word Study and Fluency	<ul style="list-style-type: none"> Decoding Phonics 	
Summative Assessment	<ul style="list-style-type: none"> Spelling 	
Bridge	<ul style="list-style-type: none"> Metalinguistic Skills 	
Extension Lesson or Activity		

The Bridge:

- Transfers content
- Develops Metalinguistic Awareness

Three Types of Bridges

Illustration	Side-by-side	Así se dice

The Bridge:

1. Transfers content

Texto informativo Informational Text

Título Title
La comunidad

.... En Elgin hay muchos trabajadores. Tenemos trabajadores que nos protegen y otros que nos sostienen con productos y servicios.

Foto
Photo
Legenda
Caption

 Tabla
Table

Gráfica
Graph

Tipos de trabajadores

The Bridge:

1. Transfers content
2. Develops Metalinguistic Awareness


La puntuación	Punctuation
Titulos Las comunidades Solo se usa mayúscula al iniciar un un o con nombres propios. Signos de exclamación e interrogación ¡! ¿? Para marcar un diálogo —	Titles (The) Communities Upper case is used for all important words. Exclamation and question marks ! ? To indicate dialogue “ ”

The Bridge:

1. Transfers content
2. Develops Metalinguistic Awareness

Palabras que hablan de sistema solar

Español	Inglés
el sistema	system
la rotación	rotation*
la atmósfera	atmosphere
la revolución	revolution*
los planetas	planets
el sol	sun
la galaxia	galaxy*
los asteroides	asteroids
la gravedad	gravity*
el aire	air
la luna	moon
las estrellas	stars*
la órbita	orbit




Patrones del lenguaje:

Español	Inglés
-dad	-ity

Palabras que siguen el patrón:

Español	Inglés
gravedad	gravity
ciudad	city
especialidad	specialty?




Patrones del lenguaje:

Español	Inglés
es-	s-

Palabras que siguen el patrón:

Español	Inglés
especies	species
escuela	school
estudiante	student
especial	special
espantoso	spooky
espacio	space
estación	station
especialidad	specialty




Patrones del lenguaje:

Español	Inglés
-ción	-tion

Palabras que siguen el patrón:


Español	Inglés
evolución	revolution
rotación	rotation
estación	station
contaminación	contamination

-ción -tion



Effective Biliteracy Strategies...


- Allow for the active and meaningful participation of **ALL students**, regardless of language proficiency or academic achievement.
- Build on and enlarge both **receptive** and **productive** content area vocabulary and language structures.
- Build on and expand **background knowledge**.
- **Increase student interaction** and **decrease teacher talk**.



Language Education Programs in the U.S.



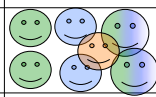

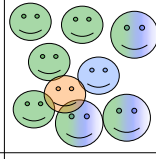

Students Engaged in Biliteracy

 **Green Students:** Language Minority Students (A non-English language is spoken at home) – *Sequential Bilinguals*





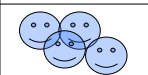

 **Blue Students:** Language Majority Students (English is spoken at home) – *Sequential Bilinguals*

 **Blue/Green Students:** Usually Language Minority Students (A mixture of English and a non-English language is spoken at home; or, children speak non-English language to parents and English to siblings or a combination thereof) *Simultaneous Bilinguals*





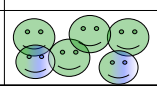

Language Education Programs in the U.S.

Language Acquisition Program	Students	Goal
Dual Language: Two-way Immersion		
Dual Language: One-way Immersion, Developmental Bilingual, Maintenance Bilingual		

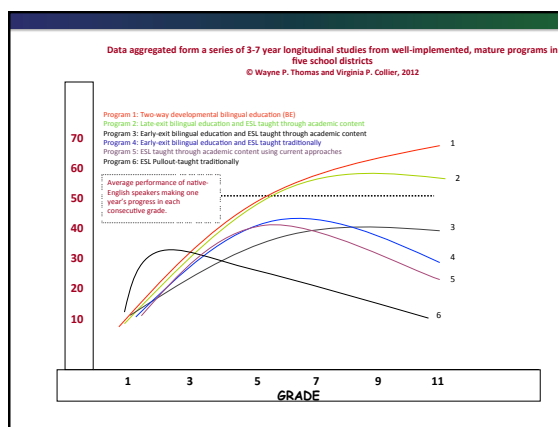
Language Education Programs in the U.S.

Language Acquisition Program	Students	Goal
Dual Language: Two-way immersion		
Dual Language: One-way Immersion, Developmental Bilingual, Maintenance Bilingual		
Dual Language: One Way Immersion (Foreign Language Immersion)		

Simultaneous AND sequential bilinguals

Language Acquisition Program	Students	Goal
Dual Language: Two-way immersion		
Dual Language: One-way Immersion, Developmental Bilingual, Maintenance Bilingual		
Transitional Bilingual/English as a Second Language		


Language Acquisition Program	Students	Goal
Dual Language: Two Way Immersion	<ul style="list-style-type: none"> Green Students – students who enter the program as monolingual Spanish speakers (ELLs) Blue Students – students who enter the program as monolingual English speakers (non-ELLs) Blue/green students – students who enter the program with linguistic resources in both languages – may or may not be ELLs Other ELLs (Urdu speakers, for example) Other bilingual, non-ELLs (Tamil/English bilinguals, for example) 	High levels of bilingualism and biliteracy and academic achievement in both languages.
Dual Language: One Way Immersion	<ul style="list-style-type: none"> Green Students – students who enter the program as monolingual Spanish speakers (ELLs) Blue/green students – students who enter the program with linguistic resources in both languages – may or may not be ELLs 	High levels of bilingualism and biliteracy and academic achievement in both languages.
Transition Bilingual Education (TBE)	<ul style="list-style-type: none"> Green Students – students who enter the program as monolingual Spanish speakers (ELLs) In some instances, AND Blue/green students – students who enter the program with linguistic resources in both languages – identified ELLs 	High levels of language and literacy development in English and high academic achievement in English.



The Bilingual Brain

(Ellen Bialystok, Pat Wolf, among many)

- Has enhanced cognitive benefits: Ability to classify and develop analytic reasoning
- Has enhanced visual spatial benefits
- Has increased abilities to focus: executive functioning (know how to prioritize, select the right language for the right context)
- Develops deeper critical thinking and problem solving than the monolingual brain
- Shows strong creativity skills



Language Allocation


DUAL LANGUAGE PROGRAMS	K	1	2	3	4	5	6	7	8
90/10	90% English	90% English	90% English	90% English	90% English	90% English	90% English	90% English	90% English
	10% Spanish	10% Spanish	10% Spanish	10% Spanish	10% Spanish	10% Spanish	10% Spanish	10% Spanish	10% Spanish
50/50	50% English	50% English	50% English	50% English	50% English	50% English	50% English	50% English	50% English
	50% Spanish	50% Spanish	50% Spanish	50% Spanish	50% Spanish	50% Spanish	50% Spanish	50% Spanish	50% Spanish

Dual Language	K	1	2	3	4	5	6	7	8
80/20	20% English	20% English	30% English	40% English	40% English	50% English	50% English	50% English	50% English
	80% Spanish	80% Spanish	70% Spanish	60% Spanish	60% Spanish	50% Spanish	50% Spanish	50% Spanish	50% Spanish

Option B: 50/50 Model: Switch subjects to the other language after three years (at third grade).


	Spanish	Bridge	English
Kindergarten	Language Arts Science Social Studies	Spanish to English (end of every unit): • Language Arts • Science and Social Studies English to Spanish (end of every unit): • Language Arts • Math	Language Arts Math
First Grade	Language Arts Science Social Studies	Spanish to English (end of every unit): • Language Arts • Science and Social Studies English to Spanish (end of every unit): • Language Arts • Math	Language Arts Math
Second Grade	Language Arts Science Social Studies	Spanish to English (end of every unit): • Language Arts • Science and Social Studies English to Spanish (end of every unit): • Language Arts • Math	Language Arts Math
Third Grade	Language Arts Math	Spanish to English (end of every unit): • Language Arts • Math English to Spanish (end of every unit): • Language Arts • Science and Social Studies	Language Arts Science Social Studies
Fourth Grade	Language Arts Math	Spanish to English (end of every unit): • Language Arts • Math English to Spanish (end of every unit): • Language Arts • Science and Social Studies	Language Arts Science Social Studies
Fifth Grade	Language Arts Math	Spanish to English (end of every unit): • Language Arts • Math English to Spanish (end of every unit): • Language Arts	Language Arts Science Social Studies

More examples on www.teachingforliteracy.com/programmatic-resources/




Option D: 50/50 Model
Begin Math in Spanish in K-2, then switch to English in 3-5. Social Studies is integrated with literacy in Spanish, K-2 and Science is integrated with literacy in English, K-2. That switches a third grade.

	Spanish	Bridge	English
Kindergarten	Language Arts Social Studies Math	Grades PK-2: Spanish to English (end of every unit) PK-2: • Language Arts/ • Social Studies • Math	Language Arts Science
First Grade	Language Arts Social Studies Math	Spanish to English (end of every unit) PK-2: • Language Arts/ • Social Studies • Math	Language Arts Science
Second Grade	Language Arts Social Studies Math	English to Spanish (end of every unit) PK-2: • Language Arts/ • Science	Language Arts Science
Third Grade	Language Arts Science	Grades 3-5 Spanish to English (end of every unit): • Language Arts • Science	Language Arts Math Social Studies
Fourth Grade	Language Arts Science	Spanish to English (end of every unit): • Language Arts • Science	Language Arts Math Social Studies
Fifth Grade	Language Arts Science	English to Spanish (end of every unit): • Language Arts • Social Studies • Math	Language Arts Math Social Studies



Option A: 80/20 or 90/10 Model
Math switches to English in grade 3. Social Studies switches to English in grade 4. Science remains in Spanish, K-2.

	Spanish	Bridge	English
Kindergarten	Language Arts Science Social Studies	K-2 (end of every unit). Spanish to English: • Language Arts • Science • Social Studies • Math	Language Arts (Literacy-based ESL)
First Grade	Language Arts Science Social Studies Math	K-2 (end of every unit): English to Spanish: • Language Arts	Language Arts
Second Grade	Language Arts Science Social Studies Math	K-2 (end of every unit): English to Spanish: • Language Arts	Language Arts
Third Grade	Language Arts Science Social Studies	Sp. to Eng.: LA, Sc. and SS. Eng. to Sp.: LA and Math	Language Arts Math
Fourth Grade	Language Arts Science	Sp. to Eng.: LA, Sc.	Language Arts Math Social Studies
Fifth Grade	Language Arts Science	Eng. to Sp.: LA, Math and SS.	Language Arts Math Social Studies



Option B: 80/20 The majority of the content is delivered in Spanish, K-2.
 80 % Spanish – 20% English K-2 – Switches subject area in grades 3, 4 and 5

	Spanish	Bridge	English
Kindergarten	Language Arts Science Social Studies Math	K-2 (end of every unit) Spanish to English: • Language Arts • Science • Social Studies • Math	Language Arts (Literacy-based ESL)
First Grade	Language Arts Science Social Studies Math	K-3 (end of every unit): English to Spanish: • Language Arts	Language Arts
Second Grade	Language Arts Science Social Studies Math		Language Arts
Third Grade	Language Arts Science Social Studies Math	Sp. to Eng.: LA and Math Eng. to Sp.: LA, Sc. and Science	Language Arts Science Social Studies Math
Fourth Grade	Language Arts Science Social Studies	Spanish to English (end of every unit): • Language Arts • Science and Social Studies English to Spanish (end of every unit): • Language Arts • Math	Language Arts Science Social Studies Math
Fifth Grade	Language Arts Science Social Studies Math	Spanish to English (end of every unit): • Language Arts • Math English to Spanish (end of every unit): • Language Arts • Science and Social Studies	Language Arts Science Social Studies Math

One and Two Teacher Model Programs

Type of Model	Pros	Cons
One Teacher Model (One teacher teaches both languages)	Teachers get to know students across both their languages Time can be more flexible	It may be harder for the teacher to stay in the target language It may be harder for the students to stay in the target language
Two Teacher Model (One teacher teaches English and another teacher teaches Spanish to the same students)	Spanish time is protected by place, time and person When collaboration works well, it is powerful!	It is harder for teachers to get to know students across both languages When collaboration is not effective, it is challenging for all.

Dual Language includes a variety of program models...

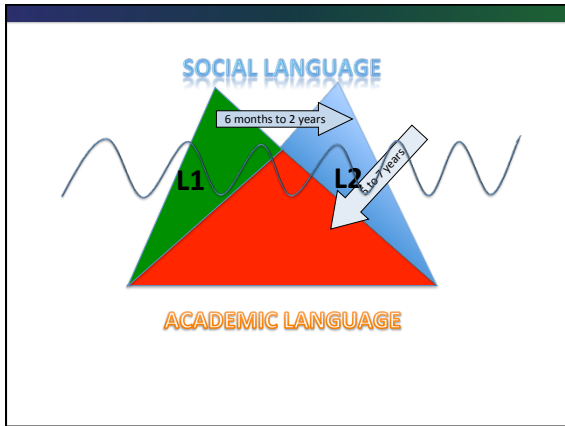
Source: Howard, E. R., Olague, N., & Rogers, D. (2003). *The dual language program planner: A guide for designing and implementing dual language programs* (p. 3). Washington, DC and Santa Cruz, CA: Center for Research on Education, Diversity & Excellence.

Dual Language Program Non-negotiables


- K-5th grade, with K-12 encouraged
- A minimum of 50% to a maximum of 90% of daily instruction in the non-English language (Spanish, Japanese, Mandarin Chinese, etc.) for all students
- Strategic separation of languages on the part of the instructor – no translation
- Instructional and programmatic decisions made based on research on English Language Learners.

Who benefits from biliteracy and in what programs is biliteracy developed?

A balanced bilingual




Carmen



Spanish - Kindergarten

-Fui al centro de Chicago. Es bonito.
(I went to downtown Chicago. It's nice)

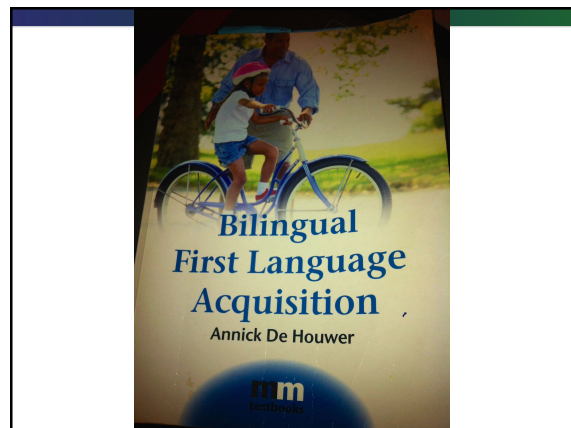
Paulo




Spanish

English

Fui a una party con mi broder. Se me mojaron mis soquetines. Then comimos lonche.



Karen

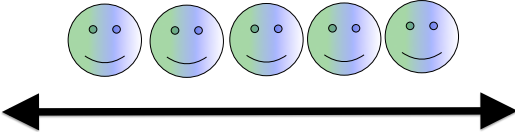


Spanish


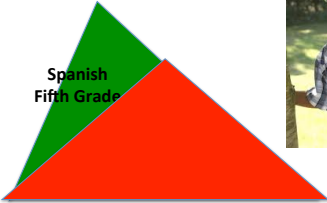
English

“Karen knows some words in English, and other words in Spanish. When you add the 2 together, she knows more words than her monolingual counterparts.”

Simultaneous bilingual does not necessarily mean balanced bilingual.


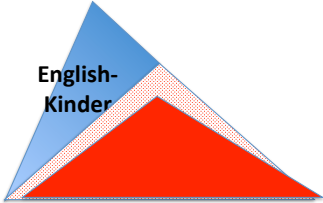


Antonio


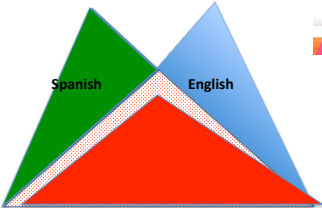
-Visité la zona metropolitana de Chicago, el cual es sumamente bonito. Me siento muy dichoso de poder vivir en una zona urbana tan resplandeciente.
(The metropolitan zone of Chicago is extremely beautiful. I feel very lucky To be able to live in an urban setting that is so resplendent.)

Hannah- in Kinder

I went to the escuela. I took my purple mochila.
 (school). (backpack)


Hannah-Third Grade



-Fui a la casa de mi Tío José. Mi amiga María fui también.
(I went to my uncle Jose's house. My friend María I went, too.)


Bilinguals are Different than Monolinguals




Research Connection 


Bilinguals are NOT two monolinguals in one person. (Grosjean, 1989)


Research Connection 

"...fluent bilinguals show some measure of activation of both languages and some interaction **AT ALL TIMES**, even in contexts that are entirely driven by only one of the languages."

Bialystock, Craik, Luk, 2012 

Research Connection 

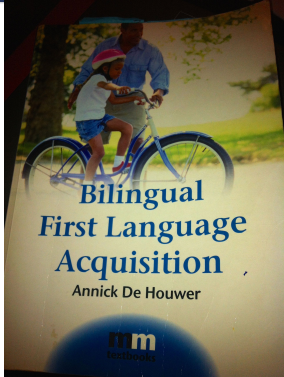
Being bilingual physically changes your mind.
Neuroplasticity is real.
(Bialystok, CARLA, 2016)



A Multilingual Perspective of Language Learners: Best Practices and Research





Concept A	Concept B
All students have a dominant language (L1 and L2)	Many students are emerging bilinguals whose first language is bilingual.




Concept A	Concept B
All students have a dominant language (L1 and L2)	Many students are developing bilinguals whose first language is bilingual.
When students use Spanish and English together (“Estoy estoquiado”), it is a sign of confusion and low language.	Developing bilinguals will use both their languages, and this mixing is predictable and to be expected.

Spanish in the United States is characterized by its relationship with English.

¡Se me mojaron mis soquetines! 
My socks got wet!


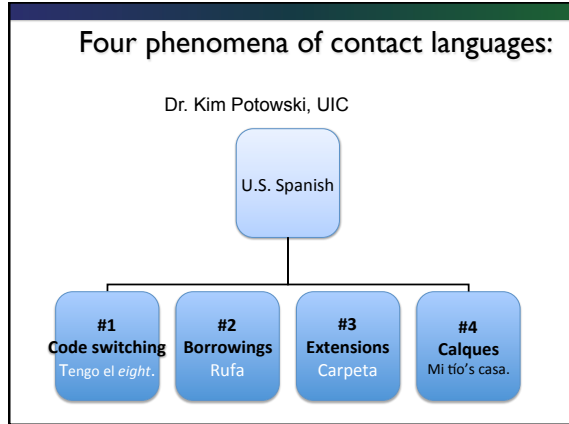
Me puchó. (Instead of “Me empujó”) 
He/She pushed me (using English verb)

Teacher, I am planching. (Spanish verb for “to iron”) 
Teacher, I am ironing.


Paulo knows colors: 3 + 3 = 6

- Rojo
- Azul
- Verde

- White
- Black
- Purple

Casa	Escuela
puchar	empujar
tochar	tocar
onde	donde
almorche	almuerzo
Picar	esoger
cache	a garré
6 Muncho	mucho



Lenguaje de la playa	Lenguaje de la boda
(social)	(académico)
el lonche	el almuerzo
la carpeta	la alfombra
chequear	comprobar
la troca	el camión

Arcaísmos españoles

Español arcaico	Español actual
Ansina	Así
Pós	Pues
Naiden	Nadie
Muncho	Mucho
Haiga	Haya

Regionalismos


- fondo (México); enagua (Puerto Rico)
- Comba (España); cuerda (México); cuica (Puerto Rico)
- balde (Puerto Rico); cubo, cubeta (México)
- papas (Puerto Rico, México); patatas (España)

Elgin, Illinois
U-46

Let's take a tour of our communities



Cheryl



Beeman and Urow, IAMME 74
2012



Concept A	Concept B
All students have a dominant language (L1 and L2)	Many students are developing bilinguals whose first language is bilingual.
When students use Spanish and English together ("Estoy estoquiado"), it is a sign of confusion and low language.	Developing bilinguals will use both their languages, and this mixing is predictable and to be expected.
Programs teach literacy in one language (L1) and transition once monoliteracy has been established. (Sequential literacy)	Programs teach literacy in 2 languages daily from Kinder on, and help students transfer what they know in 1 language to the other and vice-versa (Simultaneous literacy).
Programs develop monolingual systems: units in one language, assessments in one language, schedules that mirror the general education setting.	Programs develop biliteracy systems: biliteracy units (Spanish, the Bridge and English), biliteracy assessments, schedules that include daily Spanish literacy and daily English literacy.

Monolingual Perspective	Multilingual Perspective
All students have a dominant language (L1 and L2)	Many students are developing bilinguals whose first language is bilingual.
When students use Spanish and English together ("Estoy estoquiado"), it is a sign of confusion and low language.	Developing bilinguals will use both their languages, and this mixing is predictable and to be expected.
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Programs develop monolingual systems: units in one language, assessments in one language, schedules that mirror the general education setting.	Programs develop biliteracy systems: biliteracy units (Spanish, the Bridge and English), biliteracy assessments, schedules that include daily Spanish literacy and daily English literacy.

Fixed Mindset	Growth Mindset
All students have a dominant language (L1 and L2)	Many students are developing bilinguals whose first language is bilingual.
When students use Spanish and English together ("Estoy estoquiado"), it is a sign of confusion and low language.	Developing bilinguals will use both their languages, and this mixing is predictable and to be expected.
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Programs develop monolingual systems: units in one language, assessments in one language, schedules that mirror the general education setting.	Programs develop biliteracy systems: biliteracy units (Spanish, the Bridge and English), biliteracy assessments, schedules that include daily Spanish literacy and daily English literacy.


Systems that support biliteracy development: clearly defined content allocation plans that



District 200 Language & Content Allocation for Dual Language

Woodstock, IL 50/50


	Spanish	Bridge	English
Kindergarten	Language Arts Science Social Studies	Explicit planning for content and language transfer	Language Arts Math
First Grade	Language Arts Science Social Studies	↓	Language Arts Math
Second Grade	Language Arts Science Social Studies	↓	Language Arts Math
Third Grade	Language Arts Science	↓	Language Arts Math Social Studies
Fourth Grade	Language Arts Science	↓	Language Arts Math Social Studies
Fifth Grade	Language Arts Science	↓	Language Arts Math Social Studies
Sixth through Eighth Grades	Science Social Studies Language Arts		Reading Math
Ninth Grade	Language Arts Biology		
Tenth Grade	Language Arts World History		
Eleventh Grade	Language Arts Global Issues		
Twelfth Grade	Language Arts International Business		



West Chicago District 33 – Biliteracy Core Curriculum Chart
Updated May 25, 2016

Grade	Spanish	English
Pre-Kindergarten 80/20 All students	See Chart	See Chart
Kindergarten 80/20 All students	Spanish Language Arts integrated with Science/Health (health integrated in science) Social Studies Math 275 academic Spanish minutes	English Language Arts • ESL-Extension activities (all four language domains: L,S,R,W) • 45 academic English minutes (separate from specials) • Specials (Art, Music, P.E.)
First Grade 70/30 All students	Spanish Language Arts integrated with Science/Health (health integrated in science) Social Studies Math 260 academic Spanish minutes	English Language Arts Extension activities (all four language domains: L,S,R,W) • 55 academic English minutes (separate from specials) • Specials (Art, Music, P.E.)
Second Grade 60/40 All students	Spanish Language Arts integrated with Science/Health (health integrated in science) Social Studies Math 240 academic Spanish minutes	English Language Arts • ESL-Extension activities (all four language domains: L,S,R,W) • 75 academic English minutes (separate from specials) • Specials (Art, Music, P.E.)
Third Grade 50/50 All students	Spanish Language Arts integrated with Science/Health (health integrated in science) Social Studies Math 195 academic Spanish minutes	English Language Arts • English for LA/ESL: 75 minutes • Math: 60 minutes • Specials (Art, Music, P.E.) 135 academic English minutes
Fourth Grade 50/50 All students	Spanish Language Arts integrated with Science/Health (health integrated in science) Social Studies Math 195 academic Spanish minutes	English Language Arts • English for LA/ESL: 75 minutes • Math: 60 minutes • Specials (Art, Music, P.E.) 135 academic English minutes
Fifth Grade 50/50 All students	Spanish Language Arts integrated with Science/Health (health integrated in science) Social Studies Math 195 academic Spanish minutes	English Language Arts • English for LA/ESL: 75 minutes • Math: 60 minutes • Specials (Art, Music, P.E.) 135 academic English minutes

Biliteracy is planned for on a daily basis using the academic instructional minutes (not including specials or lunch/recess).




Systems that support biliteracy development: daily Spanish literacy and daily English literacy




Kinder (80% Spanish and 20% English)

Time	Subject	Language
7:50 – 8:00	Journals or another type of oracy or literacy activity	Student choice
8:00 – 9:00	Social Studies and Language Arts • Oracy Development • Social Studies experiences • Whole Group Mini-Lesson • Writing • Independent practice • Word Work/Dictado	Spanish
9:00 – 10:00	Math • Oracy development • Math skills • Reading and Writing	Spanish
10:00-11:00	Lunch and Recess	Student choice
11:00-11:30	SSR (Intervention Time: This is when students are pulled, not any other time)	Student choice
11:30-12:30	Specials	Half are offered in Spanish and half in English at FPO
12:30-1:45	Science and Language Arts • Oracy development • Science experiments • Guided practice • Writing • Word study	Spanish
1:45-2:30	English Language Arts/English Language Development • Oracy development • Guided practice • Writing • Word study	English Literacy



Time	Subject	Language
8:30 – 8:50	Journals	Student choice
8:50 – 10:00	Spanish Integrated block • Oracy Development • Whole Group Mini-Lesson • Reading • Writing • Independent practice • Word Work/Dictado	Spanish
10:00 – 10:15	SSR	Student choice
10:15 – 11:30	Guided Reading OR Additional Time to work in Spanish	Spanish
11:30 – 12:15	Lunch/Recess	Student choice
12:15 – 1:15	Math • Oracy Development • Application • Reading/Writing/Word Work	Spanish
1:15-2:00	Guided Reading OR Extension Activities in English	English
2:00 – 3:00	Specials	English



Time	Subject	Language
7:50 – 8:00	Journals	Student choice
8:00 – 9:00	Science and Language Arts <ul style="list-style-type: none"> Oracy Development Science experiments Whole Group Mini-Lesson Writing Independent practice Word Work/Dictado 	Spanish
9:00 – 10:00	Math <ul style="list-style-type: none"> Oracy development Math skills Reading and Writing 	Spanish
10:00 to 10:30	Independent Reading Time and/or Intervention Time. This is when students are pulled, not any other time!	Spanish/English or Both
10:30 – 11:30	Specials*	Half are offered in Spanish and half in English at FIC
11:30-12:30	Lunch and Recess*	Student choice
12:30-2:30	Social Studies and Language Arts <ul style="list-style-type: none"> Oracy development SS experiences Guided practice Writing Word study 	English

Systems that support biliteracy development: biliteracy units



Theme

Standards: **BILITERACY UNIT FRAMEWORK (BUF)**

- Content Area Standards
- English Language Arts Standards
- Spanish Language Arts Standards
- English Language Development (Proficiency) Standards
- Spanish Language Development (Proficiency) Standards

Content Area and Content Big Idea(s)
Language Arts Big Ideas

Content Area Targets
Language Targets

Summative Assessment

Building Oracy and Background Knowledge

- Interactive, hands-on activity
- Vocabulary Development

Reading Comprehension

- Guided Reading
- Read aloud

Writing

- Guided Writing
- Writers' Workshop

Word Study and Fluency

- Decoding
- Phonics

Summative Assessment

Bridge

- Metalinguistic Skills

Extension Lesson or Activity

Teaching for Biliteracy

PAGES 16 AND 17

Formative Assessment

Theme

Standards:

- Content Area Standards
- English Language Arts Standards
- Spanish Language Arts Standards
- English Language Development (Proficiency) Standards
- Spanish Language Development (Proficiency) Standards

Content Area and Content Big Idea(s)
Language Arts Big Ideas

Content Area Targets
Language Targets

Summative Assessment

Building Oracy and Background Knowledge

- Interactive, hands-on activity
- Vocabulary Development

Reading Comprehension

- Guided Reading
- Read aloud

Writing

- Guided Writing
- Writers' Workshop

Word Study and Fluency

- Decoding
- Phonics

Summative Assessment

Bridge

- Metalinguistic Skills

Extension Lesson or Activity

Spanish

↓

English

Formative Assessment

Theme

Standards:

- Content Area Standards
- English Language Arts Standards
- Spanish Language Arts Standards
- English Language Development (Proficiency) Standards
- Spanish Language Development (Proficiency) Standards

Content Area and Content Big Idea(s)
Language Arts Big Ideas

Content Area Targets
Language Targets

Summative Assessment

Building Oracy and Background Knowledge

- Interactive, hands-on activity
- Vocabulary Development

Reading Comprehension

- Guided Reading
- Read aloud

Writing

- Guided Writing
- Writers' Workshop

Word Study and Fluency

- Decoding
- Phonics

Summative Assessment

Bridge

- Metalinguistic Skills

Extension Lesson or Activity

English

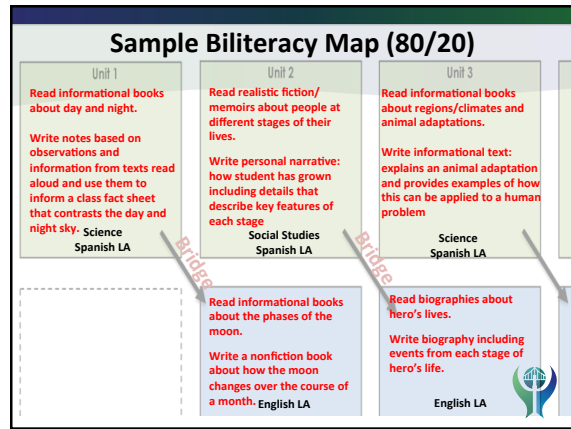
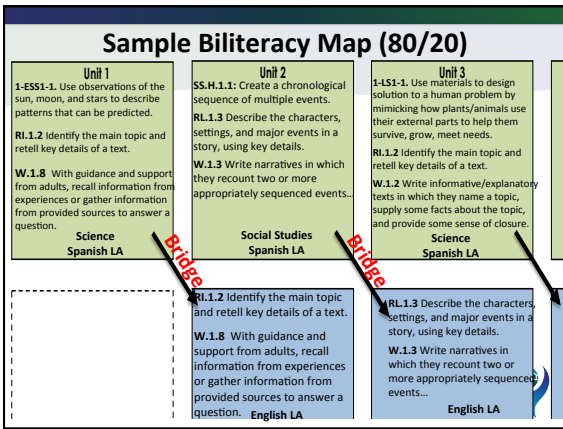
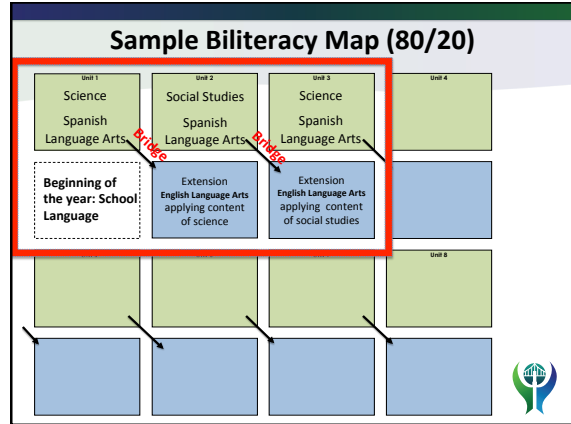
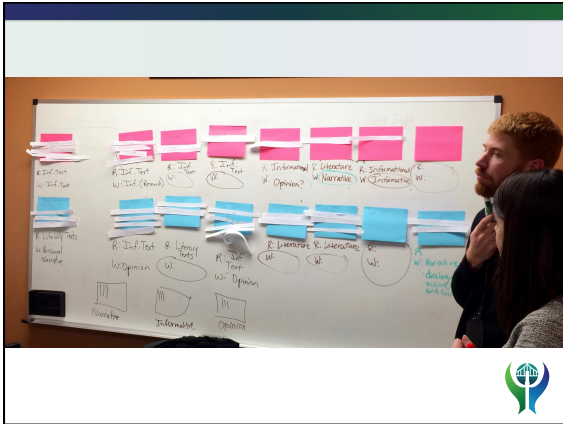
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Spanish

Formative Assessment

Systems that support biliteracy development: standards-based biliteracy mapping





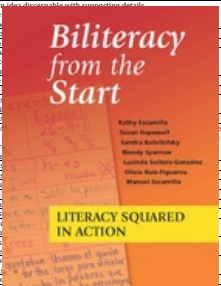
Systems that support biliteracy development: biliteracy assessments

Sample Biliteracy Writing Rubric


Spanish: Evidence and notes	Writing Element	English: Evidence and notes
	<ul style="list-style-type: none"> Introduction and conclusion Writes to the topic Logical organization 	 Page 112 in the Writing Chapter
	Mechanics <ul style="list-style-type: none"> Complete sentences Correct punctuation Accurate spelling Paragraphs 	
	Bilingual strategies <ul style="list-style-type: none"> Phonology Morphology Syntax and grammar Pragmatics (language use) 	

Literacy Squared Writing Rubric - Grades K, 1,2,3,4, and 5		
Spanish Score	CONTENT	English Score
9	Focused composition, conveys emotion and uses figurative language, is easy for the reader to read - includes vivid examples; clearly addresses the prompt/ book language	9
8	Organization of composition includes effective transitions	8
7	Writing includes complex sentence structures Discernible, consistent structure	7
6	Sense of completeness - Clear introduction and clear conclusion	6
5	Includes descriptive language (use of adjectives, adverbs at the word level) and/or varied sentence structures	5
4	Main idea discernible with supporting details The main idea can be inferred or stated explicitly Repetitive vocabulary may include unrelated ideas	4
3	Two ideas - I like my bike and I because it is blue	3
2	One idea - I like my bike (that of independent words or labels)	2
1	Pewriting: Picture only. Not readable or incomplete thoughts. No discernible sentence. (Also written in a language other than the prompt)	1
0	The student did not prepare a sample.	0
STRUCTURAL ELEMENTS		
5	Multi-paragraph composition with accurate punctuation and capitalization	5
4	Controls most structural elements and includes paragraphing	4
3	Controls beginning and ending punctuation in ways that make sense and is attempting additional structural elements (commas, question marks, quines, apostrophes, ellipses, parentheses, hyphens, and indentation)	3
2	Uses one or more of the structural elements correctly	2
1	Uses one or more of the structural elements incorrectly	1
0	Structural elements not evident	0
SPELLING		
6	Accurate spelling	6
5	Most words are spelled conventionally	5
4	Majority of HW are correct and child is approximating standardization of errors	4
3	Most words are not spelled conventionally but demonstrates an emerging knowledge of common spelling patterns	3
2	Represents most sounds in words and most high frequency words are spelled incorrectly	2
1	Represents sounds in words	1

Literacy Squared Writing Rubric - Grades K, 1,2,3,4, and 5		
Spanish Score	CONTENT	English Score
9	Focused composition, conveys emotion and uses figurative language, is easy for the reader to read - includes vivid examples; clearly addresses the prompt/ book language	9
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3	Controls beginning and ending punctuation in ways that make sense and is attempting additional structural elements (commas, question marks, quines, apostrophes, ellipses, parentheses, hyphens, and indentation)	3
2	Uses one or more of the structural elements correctly	2
1	Uses one or more of the structural elements incorrectly	1
0	Structural elements not evident	0
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6	Accurate spelling	6
5	Most words are spelled conventionally	5
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2	Represents most sounds in words and most high frequency words are spelled incorrectly	2
1	Represents sounds in words	1




Teaching for biliteracy is different than teaching for monoliteracy because



- Spanish in the U.S. is a minority language within a majority culture
- Students use all the languages in their linguistic repertoire to develop literacy
- Spanish and English are governed by different linguistic rules and cultural norms


Teaching for biliteracy is different than teaching for monoliteracy because...



- Spanish in the U.S. is a minority language within a majority culture; **therefore, we must elevate the status of Spanish.**
- Students use all the languages in their linguistic repertoire to develop literacy; **we therefore teach literacy in both English and Spanish, go from informal to formal language, and include the Bridge**
- Spanish and English are governed by different linguistic rules and cultural norms; **therefore we teach "Spanish a la Spanish" and "English a la English."**

Dual Language Professional Development Plan in Oxnard, CA.

- Administrators and Building Leaders
- Teachers
- Literacy Specialists
- Multilingual Perspective
- Effective Biliteracy Instruction
- Systems that support effective biliteracy development



Thank you!

The many ways of saying
 XIEXIE "Thank You" SPASIBO
 GRACIAS Grazie Mahalo
 Merçi Danke WA'DO
 Arigato Dhanyawaad Asante

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/19/17

- A. Preliminary _____
Study Session X
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

- Agreement Category:
- ___ Academic
 - ___ Enrichment
 - ___ Special Education
 - ___ Support Services
 - ___ Personnel
 - ___ Legal
 - ___ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Local Control Accountability Plan Update (Freeman)

The District LCAP Committee has reviewed the actions and services for the 2016-17 school year. The report will provide an update on these actions and services and share some suggestions for modifications and new actions and services for 2017-18.

FISCAL IMPACT: None

RECOMMENDATION: Informational only.

ADDITIONAL MATERIAL: None

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: April 19, 2017

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

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

MEASURE R BOND OVERSIGHT COMMITTEE ANNUAL REPORT (Cline)

The Deputy Superintendent, Business & Fiscal Services, will introduce Mr. Crittenden Ward, Measure R Bond Oversight Committee chair, who will present the Bond Oversight Committee’s fourth annual report to the Board of Trustees as per Proposition 39 requirements.

FISCAL IMPACT

None.

RECOMMENDATION

None – Information only.

ADDITIONAL MATERIAL

Attached: 2016 Measure R Bond Oversight Committee Annual Report (2 pages)

Financial Information

Measure R Bond Sales

Total Authorization: \$90 million
 Series A—\$18.39 million December 2012
 Series B—\$25.5 million May 2013
 Series C – \$15.75 million October 2014
 Series D - \$30.36 million July 2015
 Total Bond Sales: \$90 million

Measure R Bond Oversight Committee

2016 Meeting Dates

February 8, 2016
 June 20, 2016 (No quorum)
 September 12, 2016
 December 12, 2016 (No quorum)

Annual Financial & Performance Audit

The integrity of Measure R funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2016, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure R General Obligation Bond Building Fund as of June 30, 2016, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure R General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's reports, and together with their other activities, believe that Measure R funds have been spent in accordance with the language of the voter approved Measure and in a manner consistent with applicable State law.

Measure "R" General Obligation Bond Building Fund Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2016

	Measure "R" Building Fund
REVENUES	
Interest earnings	\$ 269,258
Other local revenue	28,559
Total Revenues	297,817
EXPENDITURES	
Current:	
Materials and supplies	1,373,264
Services and other operating expenditures	2,050,956
Capital outlay	9,345,665
Total Expenditures	12,769,885
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,472,068)
OTHER FINANCING SOURCES (USES)	
Proceeds from bond issuances	30,360,000
Premiums from issuance of bonds	217,717
Total Other Financing Sources (Uses)	30,577,717
Net Change in Fund Balance	18,105,649
Fund Balance, July 1, 2015	27,392,092
Fund Balance, June 30, 2016	\$ 45,497,741

**There were no audit findings in
 2015-16**

Measure R Bond Oversight Committee

2016 Annual Report to the Community

OXNARD SCHOOL DISTRICT
 March 2017



Elm Community Celebration

The **Measure R Bond Oversight Committee (Committee)** is pleased to report the progress of the Measure R School Facilities Improvement Program. Approved by voters in November 2012, Measure R is a \$90 million General Obligation (G.O.) bond authorization to replace portable classrooms, relieve student overcrowding by building and equipping new classrooms and educational facilities and repairing and equipping existing classrooms and educational facilities throughout the District. The District has issued all of the Measure R bond authorization.

Construction for the new Lemonwood school is underway with construction for Elm to soon follow. The design plans for the new Marshall classroom building are in the final stages of State approval.

The Committee continues to meet for the purpose of actively monitoring all Measure R projects and expenditures, provide proper oversight, controls, and accountability to ensure that Measure R funds are used as they were intended, and make regular reports to the community at-large on the progress of Measure R projects.

All projects are consistent with the project list provided to voters by the District's Board of Trustees. This report provides a summary of program progress and financial information. The Committee will continue to keep the community informed and thank you for your support.

Sincerely,
 Crittenden Ward, Chair
 Measure R Bond Oversight Committee

- **Measure R Bond Oversight Committee**
- Crittenden Ward, Chair
- Community at Large Representative
- Karen Hill Scott, Vice Chair
- Community at Large Representative
- Nancy Lindholm
- Business Organization Representative
- Charles McLaughlin
- Bona-fide Taxpayers Organization Member
- Jeanette Padilla
- Senior Citizens Organization Member
- Teresa Torres
- Parent/Guardian of Enrolled Child
- Jessica Vargas
- PTA/SSC Parent Representative
- The Committee meets at least quarterly. Each member of the committee is appointed by the District's Board of Trustees for a two year term of service.
- Committee minutes and information on bond funded projects are available on the Bond Oversight Committee page located on the Measure R website:
- www.oxnardbondprojects.org
- **Oxnard School District**
- Dr. Cesar Morales
- Superintendent
- **Board of Trustees**
- Veronica Robles-Solis, President
- Debra M. Cordes, Clerk
- Albert Duff Sr., Trustee
- Ernest Morrison, Trustee
- Denis O'Leary, Trustee

Facilities Implementation Program

Program Progress

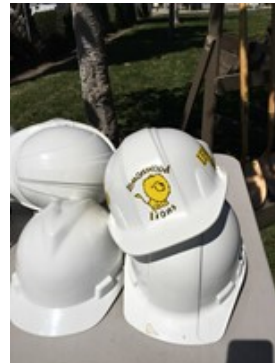
Educational Reconfiguration

Since adoption of the Facilities Implementation Program, the District has included an educational program focus that provides for the implementation of an extended day kindergarten program, academy programs for 6-8 and K-8 schools, and academic theme focus at the K-5 level. All programs continue to be integrated into the school's overall educational vision and are in the process of adding additional enrichment activities related to the academic themes. Over the course of the year, multiple training sessions have been held with site principals. These training sessions focused on ways to increase the rigor of the curriculum and the development evaluation tools, as well as the continued implementation of the academic themes and academy programs across the District.

New Lemonwood School Takes Shape

In April 2016, the District conducted a groundbreaking ceremony celebrating the start of construction. The event was well received by the community. Construction commenced in May 2016 and is planned to occur over two phases to minimize disruptions to the ongoing educational program with a scheduled construction completion in 2018.

Construction is currently underway which includes a sequence of activities associated with framing, plumbing, electrical, roofing, drywall, and building finishes. When its phased construction is complete, the new Lemonwood school will accommodate 900 students by State standards in grades K-8, including 28 general purpose classrooms, 4 Kindergarten classrooms, 3 science/flex lab classrooms, and 2 special education classrooms. Specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms will also be provided.



Lemonwood Groundbreaking Event April 2016



Lemonwood Construction Progress December 2016

Phase I Program Progress

To date, all Phase 1 Measure "R" facility improvements are either completed, under construction, or in design. These efforts include the acquisition of the Seabridge elementary school site, the completion of kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus in January 2016.

Construction for the new Lemonwood K-8 school is underway. In December 2016, the Board approved a guaranteed maximum price contract for the construction of the Elm campus. A new 12 classroom building at Marshall is in the final stages of Division of State Architect (DSA) review and approval. The new elementary and middle school site at Doris Avenue and Patterson Road has also undergone active negotiation and planning.



Renderings of Lemonwood Reconstruction



New Elm Campus Renderings



New Marshall Classroom Building Rendering

ADDITIONAL MATERIAL

Attached: PEA Report dated March 29, 2017 (115 pages)
Letter from DTSC dated March 15, 2017 (3 pages)

Response to DTSC Comments
 March 15 and March 29, 2017
 Proposed New Elementary and Middle Schools
 Southeast Corner of Doris Avenue and Patterson Road
 Oxnard, California

Item Number	DTSC Comment	ATC's Response
1	<i>Page 8, Section 5.4.5 Particulate Emission Factor: The particulate emission factor (PEF) calculation in Section 5.4.5 and Table C-4 is not applicalbe to construction worker, and a default value of $1 \times 10^6 \text{ m}^3/\text{kg}$ (see HERO HHRA Note Number 1, http://www.dtsc.ca.gov/AssessingRisk/upload/HHRA_Note_1-2.pdf) should be used instead.</i>	The default PEF value has been used in Section 5.4.5 and Table C-4.
2	<i>Page 14, Section 5.7 Uncertainty Analysis ,4th bullet: The statement "...data for certain constituents (e.g., select OCPs) included composite, rather than discrete samples" should be clarified as all OCPs were evaluated using the composite sample data.</i>	The recommended change has been made.
3	<i>Page 15, Section 8.0 Recommendations: HERO recommends deleting the follownig statement "...the presence of toxaphene in shallow soil could pose a threat to public health under the unrestricted (i.e., residential) land use scenario..." to state that the lifetime incremental cancer risk estimate for the hypothetical residential receptor exceeds the point of departure of 1×10^{-6} utilized by DTSC.</i>	The recommended statement has been revised.
4	<i>Table 1: The regional screening level of $340 \text{ }\mu\text{g}/\text{kg}$ for methoxychlor is incorrect, and should be revised to $320,000 \text{ }\mu\text{g}/\text{kg}$. For future reference, HERO recommends adjusting the screening levels by dividing the number of sample points (four in this case) when evaluating composite soil sampling results. However, such change is not essential in this report as a human health screening evaluation has been conducted to assess potential helath risks.</i>	The methoxychlor regional screening level has been changed to $320,000 \text{ }\mu\text{g}/\text{kg}$.

Response to DTSC Comments
 March 15 and March 29, 2017
 Proposed New Elementary and Middle Schools
 Southeast Corner of Doris Avenue and Patterson Road
 Oxnard, California

Item Number	DTSC Comment	ATC's Response
5	<i>Appendix A: HERO recommends revising the following items in the conceptual site model: (a) the "Air/Soil Vapor" inhalation pathway should be incomplete in accordance with the discussion in Section 5.2.4; and (b) the "Surface Water" dermal contact pathway should be incomplete for consistency with the discussion in Section 5.2.3.</i>	The recommended changes to the Site Conceptual Model have been made.
6	<i>Page 8: HERO's previous comment to recommend a PEF default value of $1 \times 10^6 \text{ m}^3/\text{kg}$ is for construction worker only, as the calculated value of $1.36 \times 10^9 \text{ m}^3/\text{kg}$ is appropriate for the other receptors evaluated in the PEA Report. While the findings of the human health risk evaluation remain unchanged with the use of default PEF value to the other receptors, HERO recommends clarifying the text to indicate that the use of default PEF value for construction worker to all receptors results in more conservative (i.e., higher) risk estimates for dust inhalation.</i>	The text was revised as requested.
7	<i>C-13: The title should be changed to "Inhalation of Fugitive Dust - Student" instead of "Inhalation of Fugitive Dust - Site Worker" to avoid confusion.</i>	The title of Table C-13 has been revised as requested.

PRELIMINARY ENDANGERMENT ASSESSMENT REPORT

PROPOSED ELEMENTARY AND MIDDLE SCHOOLS

**SOUTHEAST CORNER OF DORIS AVENUE AND NORTH PATTERSON ROAD
OXNARD CALIFORNIA 93030**

Submitted to:
Scarlett Zhai, PhD.
Department of Toxic Substance Control
Schools Evaluation and Brownfield Cleanup
Cypress Regional Office
796 Corporate Avenue
Cypress, California 90630

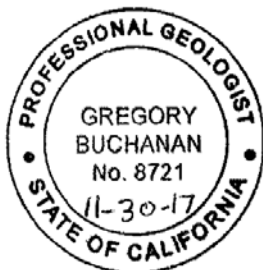
Submitted by:
ATC Group Services
25 Cupania Circle
Monterey Park, California 91755
323-517-9780

March 29, 2017

Reviewed by:



Greg Buchanan, P.G.
Senior Project Manager
For ATC Group Services
Direct Line: 323-517-9680
Email: greg.buchanan@atcassociates.com



Approved by:



Todd Stanford, REHS, CEM
Principal Scientist
for ATC Group Services
Direct Line: 1-818-259-0749
Email todd.stanford@atcassociates.com

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Table 1 Laboratory Summary – Soil Analytical Data: OCPs and Arsenic
Table 2 Laboratory Summary – Methane and Hydrogen Sulfide
Table 3 Laboratory Summary – Equipment Blank Samples

APPENDICES

Appendix A Site Conceptual Model
Appendix B Laboratory Analytical Reports and Chain-of-Custody Documentation
Appendix C Human Health Screening Evaluation Supporting Calculations (Tables C-1 through C-25)
Appendix D Ecological Screening Evaluation

EXECUTIVE SUMMARY

The property located at the southeast corner of Doris Avenue and Patterson Road consists of a rectangular-shaped, 25-acre parcel of land, which is currently utilized as an agricultural field. The Oxnard School District (OSD) is planning to develop the site into a elementary and middle schools. This Preliminary Endangerment Assessment (PEA) report was prepared for the site as required by the Department of Toxic Substances Control (DTSC) School Property Evaluation and Cleanup Division.

The site is currently an actively farmed agricultural field. Cardno ATC (now ATC) prepared a *Phase I Environmental Site Assessment (ESA)* report for the site, dated March 5, 2014. In the report, ATC identified historical usage of the site for agricultural purposes from at least 1940 to the present. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, where a 550-gallon and a 3,000-gallon gasoline-containing underground storage tank (UST) were present. The site received regulatory closure in 1998. The Phase I report concluded that the LUST site does not represent a *Recognized Environmental Condition (REC)* to the subject property. No other onsite or offsite RECs were reported in the Phase I ESA.

In December of 2016, ATC advanced soil borings SB-1 through SB-36 to 2.5 feet below ground surface (bgs) in a grid pattern across the site. Soil samples were collected using a hand auger, and stored in eight-ounce jars.

The 36 soil samples collected from 0 to 0.5 feet bgs for OCP analysis (EPA Method 8081A) were combined in the laboratory from four adjacent soil samples, for a total of nine composite samples and one duplicate sample. The 36 soil samples collected from 2 to 2.5 feet bgs were placed on hold in the laboratory pending analysis of the surface samples. Toxaphene was the only pesticide compound that exceeded its Regional Screening Level (RSL) for residential properties. Due to detection of various OCPs in the 0 to 0.5-foot composite samples, the two-foot composite samples were also analyzed. Toxaphene was detected at lower concentrations in the two-foot samples compared to the 0.5-foot samples.

Nine discrete non-contiguous soil samples and one duplicate were analyzed for arsenic using EPA Method 6010B. The soil samples exceeded the Regional Screening Level (RSL) for residential properties. However, arsenic results did not exceed the DTSC-suggested background screening level of 12 milligrams per kilogram (mg/kg).

Soil vapor samples were collected from ten direct-push boring locations at five and 10 feet bgs, respectively. Samples were collected following applicable DTSC and Regional Water Quality Control Board (RWQCB) protocols for soil vapor surveys. The vapor samples were analyzed for methane using EPA Method 8015M. A maximum of 15.26 parts per million by volume (ppmv) was detected near the northeastern corner of the site. This is equivalent to approximately 0.03 percent of the Lower Explosive Limit (LEL), and is not considered to be a hazard to the site.

Each vapor sample was tested for hydrogen sulfide using a hand-held field instrument. No hydrogen sulfide was detected in soil gas at the site.

A Human Health Screening Evaluation was performed using soil sample results from the December 2016 site assessment. The assessment evaluated potential soil exposures associated with four potential receptors, including the hypothetical future resident, future site worker, future site student, and construction worker. Estimated upper-bound hazard indices ranged from 0.014 for the site worker scenario to 0.2 for the residential scenario. The results of the risk assessment indicated that the presence of OCPs in soil is not expected to result in adverse, non-cancer health impacts to any of the potential receptors evaluated.

Estimates of potential cumulative upper-bound lifetime incremental cancer risks ranged from 6.3×10^{-6} for the hypothetical future resident to 2.6×10^{-7} for the construction worker scenarios. Upper-bound lifetime incremental cancer risk estimates for the school site receptors ranged from 1.3×10^{-6} to 6.9×10^{-7} for the site worker and student, respectively. The lifetime incremental cancer risk estimate for the hypothetical

residential receptor exceeds the point of departure of 1×10^{-6} typically utilized by DTSC to determine whether a removal action is warranted to protect human health for unrestricted land uses. The lifetime incremental cancer risk estimates for the site worker, site student, and construction worker are consistent with or below the 1×10^{-6} point of departure. Based on the results of the risk , the concentrations of OCPs, including toxaphene, detected in soil samples collected during this investigation do not present a significant risk to future site workers, students or construction workers. Consequently, no additional mitigation or risk management measures would be warranted for the proposed development and use of the property as a school site.

A land use covenant agreement limiting the future use of the site for non-residential purposes, would be an appropriate risk management option. In general, the vertical extent of toxaphene in soil appears to be limited to the first few feet below ground surface. The limited vertical extent of toxaphene is consistent with the historical application of this now banned pesticide. While the concentrations of toxaphene and other OCPs detected in soil are not anticipated to result in adverse impacts to future site workers, students, or construction workers, ATC recommends that a Soil Management Plan be prepared prior to initiating site development activities. The Soil Management Plan would outline procedures for dust mitigation during earth moving and soil disturbing activities, identify specific health and safety considerations, and establish procedures for monitoring, sampling, and disposal or import of soil utilized during construction.

ATC suggests that the proposed school site be designed to further minimize the potential for direct-contact with OCP impacted soil. Representative measures may include, but are not necessarily limited to, import of clean, documented fill material for use in planters, playgrounds, and playing fields within the first foot of ground surface, and removing topsoil from planned playfield areas for use beneath asphalt-covered areas. These additional measures would serve to further reduce and/or eliminate exposures to residual OCPs in soil.

1.0 SITE DESCRIPTION

The property is located at the southeast intersection of Doris Avenue and North Patterson Road in Oxnard, California (**Figure 1**). The site is a 25-acre rectangular-shaped parcel part of a larger 107.99 acre parcel which is identified by Ventura County's Assessor's Parcel Number (APN) 183-0-070-090. The site is currently utilized as agricultural land with no onsite structures.

The surrounding area is agricultural and residential, with residences to the north of Doris Avenue and agricultural land to the east, south and west.

2.0 BACKGROUND

The site has been used for agriculture purposes from at least the 1940's to the present. The site is currently used to produce row crops. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, where a 550-gallon and a 3,000-gallon gasoline-containing underground storage tank (UST) were present. The UST site received regulatory closure in 1998. OSD intends to construct elementary and middle schools on the property. In May of 2016, the District entered into an Environmental Oversight Agreement with the DTSC. The fieldwork was completed in general accordance with the *Interim Guidance for Sampling Agricultural Properties* (Third Revision), dated August 7, 2008(a), and discussion with DTSC case workers in September of 2016.

2.1 Geology and Hydrogeology

The site is located in the Oxnard Subbasin of the Santa Clara River Valley Groundwater Basin. The basin is bounded on the north by the Oak Ridge Fault, on the south by the Santa Monica Mountains, on the east by the Pleasant Valley and Las Posas Valley Basins, and on the west by the Pacific Ocean.

The central part of the basin is overlain by Recent Alluvium. Water-bearing sediments are beneath the Recent and Pleistocene soils. Groundwater flow is generally south-southwest (Department of Water Resources, 2003). The site is approximately 40 feet above mean sea level and the land surface slopes gently to the south (USGS, 1996). Groundwater was encountered at approximately 12 feet bgs during this investigation.

3.0 APPARENT PROBLEM

Historical and current use of the property have been for agriculture. Agricultural uses may potentially represent an environmental concern, as the use of pesticides on the property may result in residual pesticides in the surface soils. Based on the fact that future development of the property includes planned school sites, large areas of the site are scheduled to be disturbed by demolition, grading, and reconstruction. These activities may result in the completion of ingestion, inhalation, and dermal exposure pathways via wind-blown dust, soil carried to different parts of the site by heavy equipment, and adhesion to site worker clothing. A Site Conceptual Model indicating the potential exposure pathways is provided in **Appendix A**.

4.0 SITE ASSESSMENT ACTIVITIES

As proposed in ATC's *PEA Workplan –Proposed Elementary and Middle Schools*, dated September 30, 2016 (ATC, 2016), a total of 46 borings were advanced at the site (SB-1 through SB-36, and SV-1 through SV-10). Soil samples were submitted to Positive Lab Service for analysis, and the soil vapor samples were analyzed in a mobile laboratory provided by Optimal Technology.

The completed scope of work is intended to address the concerns outlined in Section 3.0. ATC's justification for the locations and sampling depths selected, as well as the analyses performed are presented below:

- **To address potential concerns related to historical agricultural use at the site**, ATC advanced 36 soil borings (SB-1 through SB-36), with soil samples collected at 0.5 feet and 2.0 feet bgs at each location. The collected samples were composited in a 4:1 ratio and analyzed for OCPs. A total of nine discrete samples were also analyzed for arsenic. To determine the appropriate sampling approach, ATC reviewed the DTSC's *Interim Guidance for Sampling Agricultural Properties*. Approximately the same number of samples were proposed as recommended in the DTSC's guidance, but with samples collected at 0.5 and 2.0 feet bgs would be an appropriate approach.
- **To address potential concerns related to proximity to oil fields**, ATC advanced 10 soil vapor borings (SV-1 through SV-10), with vapor samples collected at 5 feet and 10 feet bgs at each location. The vapor samples were analyzed for the presence of methane and hydrogen sulfide.

A more in-depth discussion of the work performed by ATC is presented below.

4.1 Pre-Field Activities

A Site Health & Safety Plan (HASP) was prepared for the proposed activities to establish the personal health and safety procedures of ATC employees performing work at this location. The program satisfies the requirements promulgated by the Occupational Safety and Health Administration (OSHA). As part of the HASP, ATC personnel are appropriately trained and under a Medical Surveillance Program in accordance with OSHA 40 CFR 1910.120.

Prior to sampling activities, Underground Service Alert (USA) was contacted for the purpose of notifying utility companies with subsurface lines in the site area. No subsurface utilities were present near the sampling locations.

4.2 Soil Sampling

On December 14, 2016, ATC advanced 36 soil borings (SB-1 through SB-36) at the site using a hand auger. The soil boring locations are shown on **Figure 2**. The soil borings were advanced to a maximum depth of 2.5 feet bgs. Sampling equipment was decontaminated using a three-stage wash/rinse with Alconox® (or equivalent) between each interval of sampling. A duplicate soil sample was collected for each laboratory analysis being performed. The samples were contained in non-preserved glass jars, labeled, placed in an ice-chilled cooler, and delivered to Positive Lab Service for analysis. The collected soil samples were analyzed for OCP's using EPA Method 8081A, and for arsenic using EPA Method 6010B.

4.3 Soil Vapor Sampling

On December 13, 2016, ATC observed Cascade Drilling (Cascade) advance soil borings SV-1 through SV-10 at the site. Groundwater was encountered at 12 feet bgs. A DTSC onsite representative recommended vapor probes be set at five and 10 feet bgs in each boring.

On December 15, 2016, ATC observed Optimal Technologies (Optimal) collect soil vapor samples from SV-1 through SV-10. At each sampling location, an electric vacuum pump set to draw 0.2 liters per minute (L/min) of soil vapor was attached to the probe and purged prior to sample collection. Vapor samples were obtained in gas-tight syringes using a three-way swage-lock valves and tubing which connects the sampling probe and the vacuum pump. New tubing was used at each sampling point to prevent cross-contamination.

Soil vapor samples were analyzed in an onsite mobile laboratory for methane using EPA Test Method 8015, and for hydrogen sulfide using a hand-held field instrument (Landtec GEM2000 Plus).

A replicate analysis (duplicate) was performed to evaluate the reproducibility of the sampling system and instrument. Blanks were run at the beginning of the day and after calibration. The blanks were collected using ambient air sample. The blanks checked the septum, syringe, gas chromatography (GC) Column, GC detector, and the ambient air. Blank results are provided with the sample results.

A tracer compound (isobutane) was applied to the soil gas probes at each point of connection in which ambient air could enter the sampling system. These points included the top of the sampling probe where the tubing meets the probe connection, and the surface bentonite seals. None of the collected soil vapor samples contained detectable concentrations of isobutane, suggesting ambient air did not dilute the collected samples.

All sampling equipment was decontaminated between boring and sample locations. Following completion of the sampling activities, each boring was subsequently destroyed in accordance with State Water Resources Control Board regulations.

Soil vapor locations are shown on **Figure 2**.

4.4 Analytical Results

Laboratory analytical results for collected soil and soil vapor samples are discussed below and summarized on **Tables 1 and 2**. Copies of the laboratory analytical reports are provided in **Appendix B**.

Historical Agricultural Use Concerns

Soil borings SB-1 through SB-36 were analyzed to evaluate potential contamination of soils extending to a depth of 0.5 feet bgs for OCPs and arsenic related to historical agricultural usage of the site. Nine discrete soil samples were analyzed for arsenic, while soil samples collected for OCP analysis were combined into four-point composite samples (COMP 1 through COMP 9) at each depth (soil was not composited across multiple depths).

The OCPs alpha and gamma-chlordane, 4,4'-DDD 4,4'-DDE, 4,4'-DDT, methoxychlor, dieldrin, and endrin, were detected below their respective Regional Screening Levels (RSL's) in the composite soil samples collected at 0.5 feet (COMP 1 through COMP 9). Toxaphene was detected above its RSL in all nine samples plus the duplicate, at a maximum concentration of 2,510 µg/kg in sample COMP 9. Due to the toxaphene detections above its respective RSL, ATC instructed the laboratory to analyze the two-foot depth samples. Toxaphene was detected below its RSL in five of the nine soil samples, and at concentrations less than the corresponding 0.5-foot samples in the remaining four composite two-foot depth samples.

Arsenic was detected in all of the collected soil samples at concentrations ranging from 3.01 to 3.76 mg/kg. It is ATC's opinion that the arsenic concentrations in soil samples collected appear to represent naturally-occurring background concentrations. The DTSC-accepted background concentration for arsenic in the Southern California Region is 12 mg/kg (DTSC, 2008b).

4.4.1 Soil Vapor Results

The site is located within the eastern portion of the West Montalvo Oil Field. There are no current or historic oil production wells located within 1,500 feet of the site. In order to assess potential concerns related to historical oil field production activities in the West Montalvo Oil Field, ten soil vapor probes (SV-1 through SV-10) were advanced to 10 feet bgs. Soil vapor samples were collected from each soil vapor probe at depths of 5 and 10 feet bgs. Methane was detected in soil vapor samples collected at 5 feet bgs in four vapor probes (SV-2, SV-3, SV-5, and SV-9) at concentrations ranging from 10.28 to 15.26

ppmv. Methane was detected in one soil sample collected at a depth of 10 feet bgs (SV-4) at a concentration of 14.22 ppmv. The concentrations of methane detected in soil vapor are less than 0.03% of the lower explosive limit (LEL). Hydrogen sulfide was not detected in any of the soil vapor samples collected at the site. These observations suggest that the methane and hydrogen sulfide potentially associated with the West Montalvo Oil Field do not pose a significant threat to future building occupants and do not warrant additional mitigation.

4.5 Quality Assurance/Quality Control

The samples collected for this PEA investigation were submitted to Positive Lab Service of Los Angeles, California for analysis.

The field data and analytical data were reviewed to attempt to ensure that the field measurements and quality control analyses were properly performed and documented. The field data sheets and chain of custodies were reviewed for completeness and accuracy.

One duplicate sample and one equipment blank sample were collected for this scope of work. The percentage difference between samples and duplicates was within acceptable ranges. The equipment blank sample was non-detect for all tested analytes, as summarized on **Table 3**.

Surrogate recoveries were within the acceptance criteria and all sample batches were generally within the acceptable range for matrix spike and/or matrix spike duplicate results in the laboratory. Any discrepancies were discussed and addressed by the laboratory. Proper sampling, chain-of-custody, and cooling protocols were conducted throughout the investigation.

Based on the quality assurance/quality control analysis, the results are consistent with proper field and laboratory results observed in similar field conditions.

As reported by the laboratory, analysis of the two-foot depth samples was two days outside holding time. The analysis was requested over the Holidays.

All laboratory analytical reports, including QA/QC analysis, are included in **Appendix B**.

5.0 HUMAN HEALTH SCREENING EVALUATION

5.1 Introduction

The PEA screening evaluation for human health effects involves identifying potential chemicals of concern, and comparing a calculated dose for these chemicals to health-based levels developed by EPA and DTSC. For the purpose of the PEA screening evaluation, potential exposures, doses, and risks were evaluated for four potential onsite receptors, including hypothetical resident, future school worker, future student, and construction worker exposure scenarios. For the purpose of this analysis, the human health screening evaluation was performed utilizing data obtained from the December 2016 site assessment.

Exposure to chemicals can only occur if there is a complete pathway by which chemicals in site soil, water, or air can be contacted by humans. Therefore, the evaluation of exposure pathways is the first step in the human health screening evaluation. Potential dose and risk are then calculated based on an evaluation of potential exposure concentrations of chemicals of concern, and the toxicity of the chemicals. The findings of the human health screening evaluation are summarized in the risk characterization summary. The uncertainty section presents factors in the risk assessment that may result in an overestimation or underestimation of risk for risk management consideration. Risk and hazard estimates based on the use of the maximum detected concentrations of constituents in soil are also presented in the discussion of uncertainty.

5.2 Exposure Pathways and Media of Concern

5.2.1 Conceptual Site Model

As discussed in Section 2.0, the site has been used for agriculture purposes since at least the 1940s and is currently used to produce row crops. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, where a 550-gallon and a 3,000-gallon gasoline-containing underground storage tank (UST) were present. The UST site received regulatory closure in 1998. The OSD intends to construct elementary and middle schools on the property. In May of 2016, the OSD entered into an Environmental Oversight Agreement with the DTSC. While specific plans and details regarding the proposed facilities have not been prepared, ATC anticipates that the development will include construction of buildings, parking lots, playfields, hardcourts, and common space areas.

Following development, it is anticipated that only limited portions of the site would be exposed and available for contact by future students and school workers. The potential for direct contact with soil under anticipated future site conditions is expected to be minimal. Consistent with agency guidance for baseline risk assessments, it was assumed that the site will be uncovered and that bare soils will be available for contact for the purpose of the screening human health evaluation. Consequently, children attending the school, certain school staff, and workers engaged in construction activities could potentially be exposed to site chemicals through incidental ingestion, dermal contact, and inhalation of vapors and particulates from chemicals in soil. In accordance with PEA guidance, exposures to chemicals at the site were evaluated assuming hypothetical residential exposures. Potential school staff, students, and construction worker exposures were also evaluated for the same exposure pathways.

The conceptual site model (CSM) for the site is included in **Appendix A**.

5.2.2 Soil Exposure Pathways

Chemicals detected in soil at the site include OCPs and arsenic. While the post-development conditions (i.e., presence of flatwork and buildings over the majority of the site surface) would serve to limit the frequency or duration of potential soil exposure pathways, potential contact with soil by students, staff, and or construction workers may occur in the future. For chemicals in soil, potentially complete exposure pathways include dermal contact with soil and incidental ingestion of soil.

5.2.3 Water Exposure Pathways

The shallow groundwater is not a current or proposed source of drinking water for the site. Therefore, the groundwater exposure pathway is considered to be an incomplete exposure pathway for the purpose of this screening health risk assessment. No permanent surface water bodies occur on the site or in the near vicinity of the site. Therefore, exposures to surface water were not evaluated.

5.2.4 Air Exposure Pathways

For chemicals in soil, potential exposure may occur as a result of particulate erosion from the soil surface and subsequent suspension of particulates in air. This process and the resulting exposure is often referred to as the fugitive dust exposure pathway. The site is currently undeveloped and future site grading and construction activities could result in the generation of fugitive dust. In addition, it is anticipated that relatively small areas of the site will be reserved for open play areas that could potentially result in the generation of fugitive dust. Based on this information, potential exposures to chemicals through the fugitive dust pathway warrant quantitative evaluation for the chemicals of potential concern (COPCs) at the site.

The results of soil vapor sampling performed at the site did not indicate the presence of methane or hydrogen sulfide at concentrations that would represent a vapor intrusion threat or a risk of fire or

explosion. Consequently, potential exposure to methane and hydrogen sulfide in indoor and outdoor air are not considered to represent complete exposure pathways at this time.

5.2.5 Summary of Selected Exposure Pathways

For the purpose of this PEA screening evaluation, receptors including a hypothetical resident, future school worker, future student, and construction worker were assumed to be exposed to organochlorine pesticides in site soil through direct dermal contact, incidental ingestion, and inhalation of airborne particulates (i.e. fugitive dust).

5.3 Selection of Chemicals of Potential Concern

Chemicals of Potential Concern (COPCs) include constituents that are present in soil that may result in adverse health effects under the defined conditions of exposure. The PEA sampling activities included analysis for arsenic, a naturally-occurring element that may also be associated with historical arsenic-based pesticides, and organochlorine pesticides (OCPs). **Table 1** summarizes the laboratory analytical results for arsenic and OCPs detected in soil at the site. **Appendix C, Table C-1** presents the same data but also includes a descriptive statistical summary of the COPCs that were detected in soil samples obtained as a component of the PEA investigation. Specifically, **Table C-1** includes a summary of the number of soil samples analyzed (including duplicates), frequency of detection, range of non-detect values, minimum and maximum detected concentrations, and the arithmetic mean for each chemical detected.

Arsenic detected in soil was evaluated to determine if the concentrations detected were consistent with “background” conditions (i.e., conditions unaffected by site-related activities). Arsenic was detected in soil at concentrations ranging from 3.01 to 3.76 mg/kg. The concentrations of arsenic are below the DTSC established background screening value of 12 mg/kg (DTSC, 2008b). Based on this information, arsenic is considered to be present at concentrations within the range of anticipated background concentrations and was excluded from quantitative analysis in the screening health risk assessment.

All other COPCs that were detected in soil for which relevant toxicological evaluations have been performed were retained for quantitative analysis in the screening health risk assessment.

The concentrations of COPCs at specific exposure points will vary over space and time. However, a single estimate of an Exposure Point Concentration (EPC) is required for risk assessment calculations (USEPA, 1989). This single value must be representative of the average concentration to which a person would be exposed over the duration of the exposure. EPCs generally are estimated using either measured concentrations in environmental media or developed using fate and transport models. For COPCs in soil, the maximum concentration of each COPC detected in soil was utilized to represent the EPC in this analysis. Use of the maximum concentration as the basis for the EPC represents a conservative and health-protective assumption and is consistent with DTSC guidance for PEA screening evaluations.

5.4 Exposure Parameters

Exposure parameters are quantitative estimates of the frequency, duration, and magnitude of exposure to soil based on information contained in DTSC and USEPA guidance, as well as professional judgment. The exposure parameters were selected from DTSC (2014) and USEPA (2009 and 2011) guidance. **Appendix C, Table C-2** presents the exposure assumptions that were used in this screening health risk assessment for the residential receptor, occupational worker, and construction worker.

5.4.1 Common Exposure Parameters

The exposure frequency represents the number of days a year a receptor may be expected to be exposed to COPCs. The exposure frequency for residential receptors is 350 days per year, which is assumed to be 7 days per week for 50 weeks per year (DTSC, 2014). The exposure frequency for the site worker and student is assumed to be 180 days per year, consistent with a typical school schedule. The exposure frequency for the construction worker is 250 days per year, which assumes 5 days per week for 50 weeks per year (DTSC, 2014).

The exposure duration for child residential receptors is 6 years and for an adult resident is 20 years (DTSC, 2014). The exposure durations for the site worker and construction worker are 25 years and 1 year, respectively (DTSC, 2014). The exposure duration for the student was assumed to be 9 years, representing attendance from kindergarten through 8th grade (i.e., from age 5 through age 13). The average body weight for an adult receptor is 80 kilograms (kg) and for a child resident is 15 kg (DTSC, 2014). An average body weight of 35 kg was assumed for the student receptor. This value represents the average body weight of a student between the ages of 5 and 14 (OEHHA, 2004).

The averaging time parameter averages exposure over a period of time. For non-carcinogenic effects, the averaging time is based on the exposure duration multiplied by 365 days per year. The averaging time for non-carcinogenic effects for a child residential receptor is 2,190 days, for an adult residential receptor is 7,300 days, for a site worker is 9,125 days, and for a construction worker is 365 days (DTSC, 2014). The averaging time for non-carcinogenic effects for the student receptor is 3,285 days, reflecting a nine year period of attendance. The averaging time for carcinogenic effects is based on a lifetime exposure of 70 years multiplied by 365 days/year for 25,550 days (DTSC, 2014). When calculating carcinogenic risk, the total intake of a chemical over a lifetime is used. For the residential exposure scenario, the total chemical intake includes the sum of the intake for 6 years as a child and 20 years as an adult.

5.4.2 Inhalation Exposure Parameters

The exposure time represents the amount of time in a day that a receptor may be exposed to either fugitive dust via inhalation, ambient air, or indoor air. The exposure time for a residential receptor assumes a full day (24-hour) exposure. The exposure time for site worker, student, and construction worker assumes an 8 hour day (DTSC, 2014).

5.4.3 Incidental Soil Ingestion Exposure Parameters

The ingestion rate represents the amount of soil a receptor may accidentally ingest in a day at the site. The ingestion rate for an adult residential receptor is 100 milligrams per day (mg/day) and 200 mg/day for a child resident. The student soil ingestion rate utilized in this analysis is 72 mg/day. This value reflects the average soil ingestion rate based on the fraction of time spent at school (59%) and the age-specific soil ingestion rates of 200 mg/day for ages 5 and 6 and 100 mg/day for ages 7 through 14 (OEHHA, 2004). The ingestion rate for an occupational worker assumes 100 mg/day, and a construction worker is 330 mg/day (DTSC, 2014).

5.4.4 Dermal Contact with Soil Exposure Parameters

The skin surface area represents how much skin is exposed for dermal contact with soil. The surface area is 6,032 square centimeters (cm²) for the adult residential receptor, site worker, and construction worker and 2,900 cm² for a child residential receptor (DTSC, 2014).

The soil-to-skin adherence factor represents how much soil will remain on the skin after direct contact with the soil is no longer available. The soil-to-skin adherence factor is 0.2 milligrams per square centimeter per day ($\text{mg}/\text{cm}^2\text{-day}$) for the child resident, site worker and student receptors (DTSC, 2014). Soil-to-skin adherence factors of 0.07 and 0.8 $\text{mg}/\text{cm}^2\text{-day}$ were used for the adult residential receptor and construction worker, respectively (DTSC, 2014).

5.4.5 Particulate Emission Factor

The particulate emission factor (PEF) relates the contaminant concentration in soil with the concentration of respirable particles in the air due to fugitive dust emissions from the surface of the site (USEPA, 1991b). DTSC recommended a PEF default value of $1 \times 10^6 \text{ m}^3/\text{kg}$.

- For the purpose of this analysis, default assumptions recommended by EPA and DTSC were used along with the default PEF. The calculations are provided in **Appendix C, Table C-4**. **The use of default PEF value for construction worker to all receptors results in more conservative (i.e., higher) risk estimates for dust inhalation.**

5.5 Toxicity Values and Summary Tables

The toxicity assessment characterizes the relationship between the magnitude of exposure to a COPC and the nature and magnitude of adverse health effects that may result from such exposure. For purposes of calculating exposure criteria to be used in risk assessments, adverse health effects endpoints are classified into two broad categories: non-carcinogenic and carcinogenic. Toxicity values/exposure criteria are generally developed based on the threshold approach for non-carcinogenic effects and the non-threshold approach for carcinogenic effects. Toxicity values may be based on epidemiological studies, short-term human studies, or subchronic or chronic animal data.

5.5.1 Carcinogenic Effects

In human health risk assessment, a slope factor is used to estimate an upper-bound probability of an individual developing cancer as a result of a lifetime of exposure to a particular level of a potential carcinogen. Specifically, a slope factor is a plausible upper-bound estimate of the probability of a response per unit intake of a chemical over a lifetime and is usually the 95% Upper Confidence Limit (UCL) of the slope of the dose-response curve expressed in $(\text{mg}/\text{kg}\text{-day})^{-1}$ for non-inhalation pathways and $(\mu\text{g}/\text{m}^3)^{-1}$ for inhalation pathways.

For carcinogenic COPCs, toxicity criteria were selected from the Office of Environmental Health Hazard Assessment (OEHHA) Toxicity Criteria Database. If no OEHHA toxicity criteria were available, toxicity criteria were selected from USEPA Integrated Risk Information System (IRIS) (EPA, 2017) or USEPA Regional Screening Level Table (USEPA, 2016). Carcinogenic toxicity criteria for the COPCs are presented in **Appendix C, Table C-3**.

5.5.2 Non-Carcinogenic Effects

For the evaluation of non-carcinogenic effects, chronic reference doses (RfDs) for the ingestion route and reference concentrations (RfCs) for the inhalation route are used. A chronic RfD, expressed in milligrams per kilogram per day or $\text{mg}/\text{kg}\text{-day}$, is an estimate of a daily exposure level for the human population, including sensitive subpopulations that are likely to be without appreciable risk of deleterious effects during a lifetime. The RfC is expressed in units of micrograms of chemical per cubic meter of air ($\mu\text{g}/\text{m}^3$) and is an estimate of the maximum air concentration that can be present over a specified time period without an appreciable risk of deleterious effects. Chronic reference doses and reference concentrations are

generally used to evaluate the potential non-carcinogenic effects associated with exposure periods between 6 years and a lifetime. Non-carcinogenic toxicity criteria for the COPCs are presented in **Appendix C, Table C-3**.

For non-carcinogenic COPCs, toxicity criteria were selected according to the following hierarchy of sources:

- The OEHHA's chronic reference exposure levels (RELs) or RfDs from the OEHHA Toxicity Criteria Database (OEHHA, 2017).
- The RfDs/RfCs from IRIS (USEPA, 2017).
- USEPA's Provisional Peer Reviewed Toxicity Values (PPRTVs), as provided for specific chemicals in the USEPA, Regional Screening Level Table (USEPA, 2016); and

When available, child-specific RfDs were utilized in this analysis. Child-specific RfDs were identified for chlordane and methoxychlor only. Other toxicity values, as provided for specific chemicals in the USEPA Regional Screening Level Table (USEPA, 2016). Other sources referenced in the USEPA tables include Minimal Risk Levels (MRLs) from the Agency for Toxic Substances Disease Registry (ATSDR); values from the National Center for Environmental Assessment (NCEA); values from New Jersey Department of Environmental Protection (NJDEP); and values from USEPA Health Effects Assessment Summary Tables (HEAST).

5.6 Risk Characterization Summary

In this section of the screening health risk assessment, toxicity and exposure assessments were integrated into quantitative expressions of non-carcinogenic hazards and carcinogenic risks. As was previously discussed, the exposure and risk assessment methodology utilized in this analysis accounts for potential exposure to all COPCs.

The estimates of hazard and risk for individual COPCs and exposure pathways are presented numerically in **Appendix C, Tables C-5 through C-16**. Summaries of the hazard quotients for the residential, site worker, student, and construction worker scenarios are presented in **Tables C-17, C-19, and C-21, and C-23**, respectively. Summaries of the lifetime incremental cancer risks for the residential, site worker, student, and construction worker scenarios are presented in **Tables C-18, C-20, C-22, and C-24**, respectively. **Table C-25** provides a summary of estimated cumulative hazard indices and lifetime incremental cancer risks for each potential receptor.

The following sections provide a summary overview of the cumulative hazard indices and lifetime incremental cancer risks associated with the exposure scenarios that were quantified as a component of this evaluation.

5.6.1 Non-Carcinogenic Health Effects

Potential non-carcinogenic effects are typically evaluated by comparing exposure over a specified time period with a reference dose derived for a similar exposure period. This ratio of exposure (dose or concentration) to toxicity is referred to as a Hazard Quotient (HQ). The HQ was calculated as follows for each COPC:

Inhalation Pathways:

$$HQ_i = \frac{AAC_i}{RfC_i}$$

Ingestion and Dermal Pathways:

$$HQ_i = \frac{ADD_i}{RfD_i}$$

where:

HQ_i = Hazard quotient for chemical "i" (unitless);
AAC_i = Average air concentration for chemical "i" (µg/m³);
RfC_i = Inhalation reference concentration for chemical "i" (µg/m³);
ADD_i = Average daily dose for chemical "i" (mg/kg); and
RfD_i = Reference dose for chemical "i" (mg/kg).

In cases where individual COPCs potentially act on the same organs or result in the same health endpoint (e.g., respiratory irritants), potential additive effects may be addressed by calculating a hazard index (HI) as follows:

$$HazardIndex = \sum_{i=1}^n HazardQuotient_i$$

where: i = specific health endpoint

A HI or HQ (for effects which are not additive) of less than or equal to 1 (referred to herein as the significance threshold) indicates acceptable levels of exposure for COPCs having an additive effect. In this analysis, a HI was calculated by summing the HQs for all COPCs, regardless of toxic endpoint, as recommended by agency guidance (USEPA, 1989). This approach is generally believed to overestimate the potential for non-carcinogenic health effects due to simultaneous exposure to multiple chemicals because it does not account for different toxic endpoints (USEPA, 1989).

It should be noted that HQs or HIs greater than 1 do not necessarily mean that adverse health effects will be observed. A substantial margin of safety has been incorporated into some of the RfDs and RfCs developed for the COPCs. Therefore, for these chemicals, adverse health effects may not be observed even if the HQ or HI is much larger than 1.

The following paragraphs summarize the results of the non-carcinogenic risk characterization for each receptor evaluated. The non-cancer hazards estimated for each chemical and exposure pathway evaluated are presented in **Appendix C, Tables C-14, C-16, and C-18** for the residential, occupational worker, and construction worker, respectively.

Residential Receptor

The non-cancer HQs and HIs associated with potential exposure by the hypothetical onsite residential receptors are summarized in **Table C-17**. Non-cancer HQs for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-5** (Incidental Ingestion), **C-6** (Dermal Contact), and **C-7** (Inhalation of Fugitive Dust). The non-cancer HI for hypothetical residential receptors exposed to all of the COPCs in soil at the site is 0.2. This value is below the acceptable HI of 1.0. Consequently, potential exposure to the COPCs in soil would not be expected to result in adverse non-cancer health effects for this receptor.

Site Worker

The non-cancer HQs and HIs associated with potential exposure by onsite occupational workers are summarized in **Table C-19**. Non-cancer HQs for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust air are presented in **Tables C-8** (Incidental Ingestion), **C-9** (Dermal Contact), and **C-10** (Inhalation of Fugitive Dust). The non-cancer HI for site workers potentially exposed to all of the COPCs in soil at the site is 0.014. This value is below the acceptable HI of 1.0. Consequently, potential exposure to the COPCs in soil would not be expected to result in adverse non-cancer health effects for this receptor.

Student

The non-cancer HQs and HIs associated with potential exposure by students are summarized in **Table C-21**. Non-cancer HQs for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust air are presented in **Tables C-11** (Incidental Ingestion), **C-12** (Dermal Contact), and **C-13** (Inhalation of Fugitive Dust). The non-cancer HI for students potentially exposed to all of the COPCs in soil at the Site is 0.019. This value is below the acceptable HI of 1.0. Consequently, potential exposure to the COPCs in soil would not be expected to result in adverse non-cancer health effects for this receptor.

Construction Worker

The non-cancer HQs and HIs associated with potential exposure by an onsite construction worker are summarized on **Table C-23**. Non-cancer HQs for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-14**, **C-15**, and **C-16**, respectively. The non-cancer HI for construction workers exposed to all of the COPCs in soil at the site is 0.067. This value is below the acceptable HI of 1.0. Consequently, potential exposure to the COPCs in soil would not be expected to result in adverse non-cancer health effects for this receptor.

5.6.2 Carcinogenic Health Effects

Carcinogenic risks are estimated as the incremental probability of an individual developing cancer over a lifetime as a result of exposure to a potential carcinogen. The slope factor (SF) converts estimated daily intakes averaged over a lifetime of exposure to incremental risk of an individual developing cancer (USEPA, 1989). This carcinogenic risk estimate is generally an upper-bound value since the slope factor is often a 95% UCL of probability of response based on experimental animal data. For inhalation exposures, the Inhalation Unit Risk (IUR) is used to estimate an upper-bound probability of an individual developing cancer as a result of a lifetime exposure. The IUR is a concentration-based estimate of carcinogenic potency and is expressed as risk over time ($\mu\text{g}/\text{m}^3$). Lifetime Incremental Cancer risks for COPCs were calculated as follows:

Inhalation Pathways:

$$CR_i = LAC_i \times IUR_i$$

Ingestion and Dermal Pathways:

$$CR_i = LDD_i \times SF_i$$

where:

- CR_i = Lifetime Incremental Cancer risk for chemical "i" (unitless);
- LAC_i = Lifetime air concentration for chemical "i" (µg/m³);
- IUR_i = Inhalation unit risk factor for chemical "i" (µg/m³)⁻¹;
- LDD_i = Lifetime daily dose for chemical "i" (mg/kg-day); and
- SF_i = Slope factor for chemical "i" (mg/kg-day)⁻¹.

The estimated excess cancer risks for each chemical are summed regardless of toxic endpoint to estimate the total excess cancer risk for the exposed individual:

$$CR = \sum_{i=1}^n CR_i$$

where: i = specific health endpoint

The USEPA and CalEPA have defined what is considered to be an acceptable level of risk in similar, though slightly different ways. The USEPA considers one in one-million (1×10⁻⁶) to one in ten thousand (1×10⁻⁴) to be the target range for acceptable risk (USEPA, 1990a, 1990b). Estimates of lifetime excess cancer risk associated with exposure to chemicals of less than 1×10⁻⁶ are considered *de minimis*, a risk level that is so low as to not warrant any further investigation or analysis (USEPA, 1990a). The DTSC also generally targets the same range for acceptable risks, but typically utilizes the 1×10⁻⁶ risk estimate as the point of departure for current or prospective school sites.

The following sections summarize the results of the carcinogenic risk characterization for each receptor evaluated. The lifetime incremental cancer risks estimated for each chemical and exposure pathway evaluated are presented in **Appendix C, Tables C-18, C-20, C-22, and C-24** for the residential, site worker, student, and construction worker receptors, respectively.

Residential Receptor

The cancer risks associated with potential exposure by the onsite residential receptors are summarized on **Table C-18**. Cancer risks for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in Tables **C-5, C-6, and C-7**, respectively.

The upper-bound cumulative lifetime incremental cancer risks for residential receptors potentially exposed to all of the COPCs in soil at the Site is 6.3 x 10⁻⁶. Approximately 86% of the lifetime incremental cancer risk estimate is associated with incidental ingestion of soil. Toxaphene accounts for approximately 80% of the cumulative lifetime incremental cancer risk estimate. The calculated lifetime incremental cancer risk for this receptor is greater than 1 x 10⁻⁶. This finding suggests that under current conditions, the site would not be suitable for residential or unrestricted uses.

Site Worker

The upper-bound cumulative lifetime incremental cancer risks associated with potential exposure by site workers are summarized on **Table C-20**. The upper-bound cumulative lifetime incremental cancer risks for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-8, C-9, and C-10**, respectively.

The upper-bound cumulative lifetime incremental cancer risks for the site worker potentially exposed to all of the COPCs in soil at the site is 1.3×10^{-6} . Approximately 62% of the lifetime incremental cancer risk estimate is associated with incidental ingestion of soil, while the balance of the risk estimate is associated with dermal contact with soil. Toxaphene accounts for approximately 80% of the cumulative lifetime incremental cancer risk estimate. The calculated lifetime incremental cancer risk for this receptor is consistent with the 1×10^{-6} point of departure and no additional action is warranted for this receptor.

Student

The upper-bound cumulative lifetime incremental cancer risks associated with potential exposure by an onsite student are summarized on **Table C-22**. The upper-bound cumulative lifetime incremental cancer risks for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-11, C-12, and C-13**, respectively.

The upper-bound cumulative lifetime incremental cancer risks for the student receptor potentially exposed to all of the COPCs in soil at the site is 6.9×10^{-7} . The calculated lifetime incremental cancer risk for this receptor is less than 1×10^{-6} . Consequently, potential exposures to future students do not warrant additional action.

Construction Worker

The upper-bound cumulative lifetime incremental cancer risks associated with potential exposure by an onsite construction worker are summarized on **Table C-24**. The upper-bound cumulative lifetime incremental cancer risks for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-14, C-15, and C-16**, respectively.

The upper-bound cumulative lifetime incremental cancer risks for construction worker receptor potentially exposed to all of the COPCs in soil at the site is 2.6×10^{-7} . The calculated lifetime incremental cancer risk for this receptor is less than 1×10^{-6} . Consequently, potential exposures associated with construction activities do not warrant additional action.

5.7 Uncertainty Analysis

There is a certain degree of uncertainty in estimating exposures to chemicals in the environment. To account for these uncertainties, the risk assessment methodology was designed to be conservative. Where values are uncertain because of a lack of site-specific data, regulatory agency default values and/or conservative values were used. Specific sources of conservatism associated with this screening health risk assessment are discussed below:

- The exposure point concentrations utilized in this assessment were based on the maximum concentration of a COPC detected in soil. Use of the maximum detected concentration as an exposure point concentration provides the highest plausible estimate of exposure and associated hazard or risk. Cumulative estimates of hazard and risk are considered to be theoretical and actual cumulative hazards and risks are likely to be lower than the values derived from this analysis.
- The exposure assessment performed as a component of this analysis incorporates a number of assumptions regarding the current or future presence of receptors and the frequency and duration of activities that may result in exposure to the receptors. The exposure factors utilized in calculating exposures and risks are intended to provide reasonable upper-bound estimates for the receptors and exposure pathways considered. While these assumptions are unlikely to underestimate exposure and risk, alternative assumptions based on average or most-likely conditions could yield lower estimates of exposure and risk. For example, the actual period of time that a residential receptor, site worker, or construction worker would be involved in direct

contact with soils is anticipated to be substantially less than the exposure frequency and duration utilized in this assessment.

- Some of the toxicity values utilized in this assessment involve the extrapolation of results from animal studies. When the results of these animal studies are extrapolated to humans, safety factors or other conservative assumptions are typically applied to ensure that human health effects are not underestimated. For carcinogenic effects, the risk assessment methodology assumes the absence of a threshold dose. In essence, this means that exposure to any quantifiable amount of a carcinogenic compounds would result in an estimated risk.
- Exposures and associated risks resulting from contact with multiple COPCs were conservatively assumed to be additive, without regard to specific health effects endpoints (e.g., target organs, tumor type, toxic endpoint, or mode of action). If the health effects endpoints were considered, the cumulative risks would be lower than the values presented in this assessment.
- Exposure point concentrations for COPCs in fugitive dust were estimated utilizing a standardized equation for wind erosion. While this approach is reasonable in the absence of suitable data derived from air sampling and gravimetric analysis, the actual concentrations of dust may be different. In general, the estimated concentrations of COPCs in fugitive dust predicted in this assessment are anticipated to be higher than the actual concentrations.
- Laboratory analytical data for all sampled OCPs included composite, rather than discrete samples. While the use of composite sample results could influence the statistical evaluation for specific COPCs, for the purpose of this analysis, the potential impact is not considered to be significant.
- This assessment presumes that all areas of the site would be potentially available for contact by the residents, site workers and construction workers. This assumption does not account for the future presence of engineered surfaces, buildings, or the presence of vegetation across the site that could serve to further reduce potential exposures or potentially eliminate certain exposure pathways.

6.0 ECOLOGICAL SCREENING EVALUATION

The DTSC requested an ecological screening evaluation of the active agricultural site where proposed elementary and middle schools are to be built. ATC contracted with Rincon Consultants (Rincon) of Ventura, California to perform the evaluation. Rincon concluded that no biologically sensitive resources were present at the site due to a lack of undisturbed natural habitat. A copy of the report is provided in **Appendix D**.

7.0 CONCLUSIONS

7.1 Soil Media

Shallow soil samples were collected in a grid pattern across the approximate 25-acre site. A total of 36 soil borings (SB-1 through SB-36) were advanced to maximum depths of two feet bgs, and composited into nine samples for both the 0.5 and 2.0 feet bgs sampling intervals. Two constituents, arsenic and toxaphene, were detected in soil at concentrations in excess of DTSC and/or EPA health-based screening levels for residential land use. Toxaphene was detected in shallow soil across the site at relatively consistent concentrations, and its presence appears to be related to historical agricultural applications. The concentrations of arsenic detected in soil were determined to be consistent with background concentrations of this naturally-occurring element.

Ten soil vapor probes (SV-1 through SV-10) were advanced to 10 feet bgs, and soil vapor samples were collected at depths of 5 and 10 feet bgs. Methane was detected in soil vapor samples collected at 5 feet bgs in four vapor probes (SV-2, SV-3, SV-5, and SV-9) at concentrations well below ten percent LEL. Hydrogen sulfide was not detected in any of the soil vapor samples collected at the site. These observations suggest that the methane and hydrogen sulfide potentially associated with the West Montalvo

Oil Field do not pose a significant threat to future building occupants and do not warrant additional mitigation.

A screening health risk assessment was performed for all OCPs detected in soil. The assessment evaluated potential soil exposures associated with three potential receptors, including the hypothetical future resident, site worker, and construction worker. Estimated upper-bound hazard indices ranged from 0.014 for the site scenario to 0.2 for the residential scenario. Cumulative hazard indices for the site student and construction worker were 0.019 and 0.067, respectively. The results of the risk assessment indicated that the presence of OCPs in soil is not expected to result in adverse, non-cancer health impacts to any of the potential receptors evaluated.

Estimates of potential cumulative upper-bound lifetime incremental cancer risks ranged from 6.3×10^{-6} for the hypothetical future resident to 2.6×10^{-7} for the construction worker scenarios. The lifetime incremental cancer risk estimate for the hypothetical residential receptor exceeds the point of departure of 1×10^{-6} typically utilized by DTSC to determine whether a removal action is warranted to protect human health for unrestricted land uses. Upper-bound lifetime incremental cancer risk estimates for the school site receptors ranged from 1.3×10^{-6} to 6.9×10^{-7} for the site worker and student, respectively. The lifetime incremental cancer risk estimates for the site worker, site student, and construction worker are consistent with or below the 1×10^{-6} point of departure. Based on the results of the risk , the concentrations of OCPs, including toxaphene, detected in soil samples collected during this investigation do not present a significant risk to future site workers, students or construction workers. Consequently, no additional mitigation or risk management measures would be warranted for the proposed development and use of the property as a school site.

8.0 RECOMMENDATIONS

The results of the screening health risk assessment indicate that the lifetime incremental cancer risk estimate for the hypothetical residential receptor exceeds the point of departure of 1×10^{-6} utilized by DTSC. In the event that unrestricted use of the property is desired, consideration should be given to performing removal or remedial actions designed to reduce the concentrations of toxaphene in soil to levels that are suitable for residential use. Alternatively, a land use covenant agreement, limiting the future use of the site for non-residential purposes, would be an appropriate risk management option. In general, the vertical extent of toxaphene in soil appears to be limited to the first few feet below ground surface. The limited vertical extent of toxaphene is consistent with the historical application of this now banned pesticide. While the concentrations of toxaphene and other OCPs detected in soil are not anticipated to result in adverse impacts to future site workers, students, or construction workers, ATC recommends that a Soil Management Plan be prepared prior to initiating site development activities. The Soil Management Plan would outline procedures for dust mitigation during earth moving and soil disturbing activities, identify specific health and safety considerations, and establish procedures for monitoring, sampling, and disposal or import of soil utilized during construction.

ATC also suggests that consideration be given to the design and planning of the proposed school site in order to further minimize the potential for direct-contact with OCP impacted soil. Representative measures may include, but are not necessarily limited to, import of clean, documented fill material for use in planters, playgrounds, and playing fields within the first foot of ground surface, and removing topsoil from planned playfield areas for use beneath asphalt-covered areas. These additional measures would serve to further reduce and/or eliminate exposures to residual OCPs in soil.

9.0 PUBLIC PARTICIPATION PROCESS

The OSD has elected to make this PEA available for public review and comment pending DTSC concurrence regarding the adequacy of the document, as allowed in California Education Code § 17213.1, (a)(6)(A).

The OSD published a notice of the availability of the PEA for public review in a local newspaper. The OSD initiated the public comment period on March 23rd, 2017, which will continue through April 24th 2017. Additionally, the OSD will hold a public hearing on April 19th to discuss the PEA. All public comments pertaining to the PEA will be forwarded to the DTSC once received.

10.0 LIMITATIONS

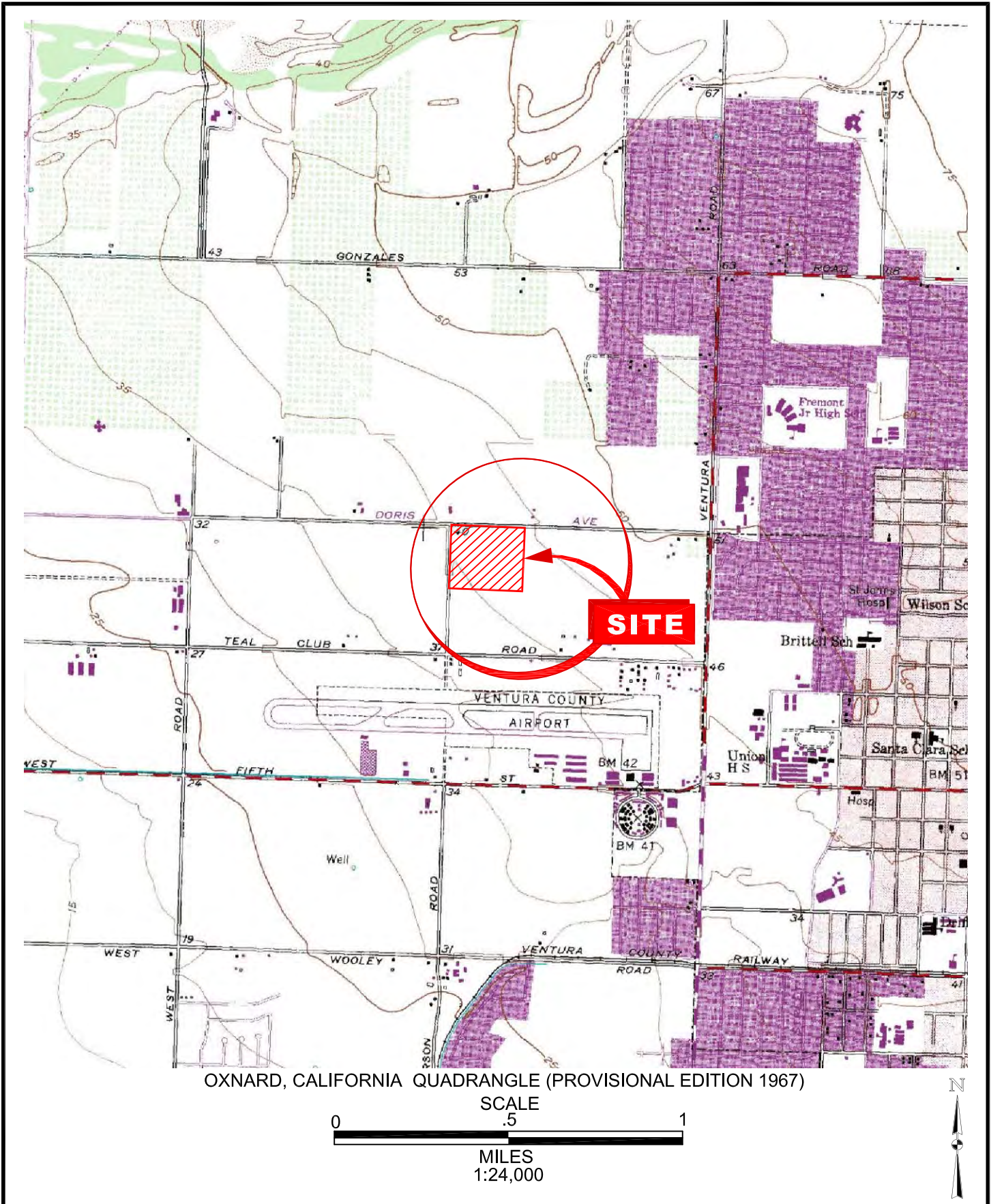
The conclusions presented in this document are based on ATC's observations of existing site conditions, interpretation of site history, site usage information collected during the study, and the professional judgment of ATC. Conclusions should not be relied upon to precisely represent conditions at any other time. Facts, conditions, and acceptable risk factors may change with time and this report should be utilized within this context. Findings based on the usage of data provided by others carry no warranty, expressed or implied. Conclusions about the site conditions under no circumstances comprise a warranty that conditions in all areas within the site (and beneath structures) are of the same quality that ATC has inferred from observable site conditions and readily available site history. ATC makes no warranty, either expressed or implied, as to its findings, opinions, recommendations, specifications, or professional advice, except that they were formulated after being prepared in accordance with generally accepted standards of care and diligence normally practiced by recognized consulting firms performing services of similar nature.

11.0 REFERENCES

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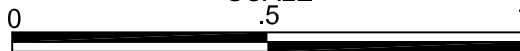
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FIGURES



OXNARD, CALIFORNIA QUADRANGLE (PROVISIONAL EDITION 1967)

SCALE



MILES
1:24,000



SITE VICINITY MAP
PROPOSED NEW SCHOOL SITE
 DORIS AVENUE AND NORTH PATTERSON ROAD
 OXNARD, CALIFORNIA

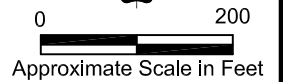
PROJECT NUMBER: 1011600826	PHASE: 1	FIGURE
REVIEW BY: G. BUCHANAN	DRAWN BY: DAW	1
ATC 25 Cupania Circle Monterey Park, CA 91755		
Ph: (323) 517-9780 ***		Fax: (323) 517-9781

FILE: _____



LEGEND

- SB-1 ● SOIL BORING LOCATION
- SV-1 ○ VAPOR BORING LOCATION



SCALE: 1" = 200'

**SITE PLAN WITH BORING LOCATIONS
PROPOSED NEW SCHOOL SITE
DORIS AVENUE AND NORTH PATTERSON ROAD
OXNARD, CALIFORNIA**

PROJECT NUMBER: 1011600826	PHASE: 1	FIGURE
REVIEW BY: G. BUCHANAN	DRAWN BY: DAW	2
25 Cupania Circle Monterey Park, CA 91755 Ph: (323) 517-9780 *** Fax: (323) 517-9781		

FILE: _____

TABLES

Table 1
Laboratory Summary - Soil Analytical Data: OCPs & Arsenic

Proposed Elementary and Middle Schools
Southeast Corner of Doris Avenue and Patterson Road
Oxnard, California

Sample ID	Sample Location(s)	Sample Depth (feet)	Date Sampled	alpha-Chlordane (ug/kg)	gamma-Chlordane (ug/kg)	4,4'-DDD (ug/kg)	4,4'-DDE (ug/kg)	4,4'-DDT (ug/kg)	Dieldrin (ug/kg)	Endrin (ug/kg)	Methoxychlor (ug/kg)	Toxaphene (ug/kg)	Arsenic (ug/kg)
Regional Screening Levels: Residential Land Use (TR of 1x10-6 and THQ of 1.0) - May 2016													
				1,700	1,700	2,300	2,000	1,900	34	19,000	320,000	490	0.68*
DTSC Screening Levels: Residential Land Use (lowest-listed concentration shown)													
				430	430	--	--	--	--	--	--	--	0.067
COMP 1	SB-1, SB-2 SB-3, SB-4	0.5	12/13/2016	ND<8.0	8.54	32.2	549	276	21.3	58.0	ND<40	2,200	NA
		2	12/13/2016	ND<8.0	ND<8.0	26.3	245	102.0	18.5	41.3	ND<40	1,110	NA
COMP 2	SB-5, SB-6 SB-7, SB-8	0.5	12/13/2016	ND<8.0	8.94	32.6	597	268	24.2	60.1	ND<40	2,140	NA
		2	12/13/2016	ND<8.0	ND<8.0	17.9	240	98.1	21	33.1	ND<40	926	NA
COMP 3	SB-9, SB-10 SB-11, SB-12	0.5	12/13/2016	8.10	8.21	29.4	485	261	21.1	54.8	ND<40	2,250	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	117	36.9	8.95	13.8	ND<40	519	NA
COMP 4	SB-13, SB-14, SB-15, SB-16	0.5	12/13/2016	ND<8.0	9.71	33.4	592	261	22.2	61.4	ND<40	2,080	NA
		2	12/13/2016	ND<8.0	ND<8.0	12	147	52.1	10	19.1	ND<40	395	NA
COMP 5	SB-17, SB-18 SB-19, SB-20	0.5	12/13/2016	ND<8.0	9.41	38.4	579	273	18.5	60.9	ND<40	2,110	NA
		2	12/13/2016	ND<8.0	ND<8.0	27.4	233	105	17.2	41.8	ND<40	731	NA
COMP 6	SB-21, SB-22, SB-23, SB-24	0.5	12/13/2016	ND<8.0	9.35	33.2	522	277	17.3	62.2	ND<40	2,180	NA
		0.5 (DUP)	12/13/2016	ND<8.0	9.07	31.0	551	258	14.0	57.5	ND<40	2,060	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	60.1	20.4	ND<8.0	8.96	ND<40	218	NA
COMP 7	SB-25, SB-26, SB-27, SB-28	0.5	12/13/2016	9.01	10.7	40.1	618	311	17.8	71.4	ND<40	2,380	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	81.3	23.7	ND<8.0	11.3	231	ND<120	NA
COMP 8	SB-29, SB-30, SB-31, SB-32	0.5	12/13/2016	8.46	11.5	39.6	589	343	16.7	79.0	ND<40	2,500	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	69.7	21.4	ND<8.0	10.5	ND<40	252	NA
COMP 9	SB-33, SB-34, SB-35, SB-36	0.5	12/13/2016	8.22	10.9	46.1	646	358	17.1	85.8	ND<40	2,510	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	81.5	25.1	ND<8.0	12.2	ND<40	226	NA
SB-3 @0.5'	SB-3	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.28
SB-6 @0.5'	SB-6	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.23
SB-11 @0.5'	SB-11	0.0	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.26
SB-14 @0.5'	SB-14	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.20
SB-14 @0.5' DUP	SB-14	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.01
SB-20 @0.5'	SB-20	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.34
SB-24 @0.5'	SB-24	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.61
SB-26 @0.5'	SB-26	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.60
SB-32 @0.5'	SB-32	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.40
SB-33 @0.5'	SB-33	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.76

Explanations:

-- = No established value

DTSC Screening levels referenced from Human Health Risk Assessment Note 3 (March 2016), Table 1.

* = The Regional Screening Level for arsenic is 0.68 mg/kg; the consensus background for arsenic in the Southern California region is 12 mg/kg.

OCP = Organochlorine pesticide

ug/kg = Micrograms per kilogram

TR = Target cancer risk

THQ = Total hazard quotient

< = Not detected at concentration exceeding stated laboratory reporting limit

OCP analysis by EPA Method 8081A

Table 2
Laboratory Summary - Soil Vapor Data
Proposed Elementary and Middle Schools
Southeast Corner of Doris Avenue and Patterson Road
Oxnard, California

Sample Location	Sample Depth (feet)	Date Sampled	Methane (ppmv)	Hydrogen Sulfide (ppmv)
Regional Screening Levels: Residential Land Use (TR of 1x10⁻⁶ and THQ of 1.0) - May 2016				
DTSC Screening Levels: Residential Land Use				
			--	--
SV-1	5.0	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0
SV-2	5.0	12/14/2016	14.09	<1.0
	10	12/14/2016	<10	<1.0
SV-3	5.0	12/14/2016	15.26	<1.0
	10	12/14/2016	<10	<1.0
SV-4	5.0	12/14/2016	<10	<1.0
	10	12/14/2016	15.22	<1.0
SV-5	5	12/14/2016	10.28	<1.0
	10	12/14/2016	<10	<1.0
SV-6	5	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0
	DUP	12/14/2016	<10	<1.0
SV-7	5	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0
SV-8	5	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0
SV-9	5	12/14/2016	13.51	<1.0
	10	12/14/2016	<10	<1.0
SV-10	5	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0

Explanations:

ppmv = parts per million by volume

DTSC Screening levels referenced from Human Health Risk Assessment Note 3 (March 2016), Table 1.

< = Not detected at concentration exceeding stated laboratory reporting limit

Table 3
Laboratory Summary - Equipment Blank Samples

Proposed Elementary and Middle Schools
 Southeast Corner of Doris Avenue and Patterson Road
 Oxnard, California

Sample ID	Sample Location(s)	Date Sampled	Arsenic (ug/L)	Oranochlorine Pesticides (ug/L)	Oranophosphorus Pesticides (ug/L)	Title 22 Metals (ug/L)	Volatile Organic Compounds (ug/L)
EB-1	COMP 6	12/13/2016	ND	ND	ND	ND	ND

Explanations:

ug/L = Micrograms per liter

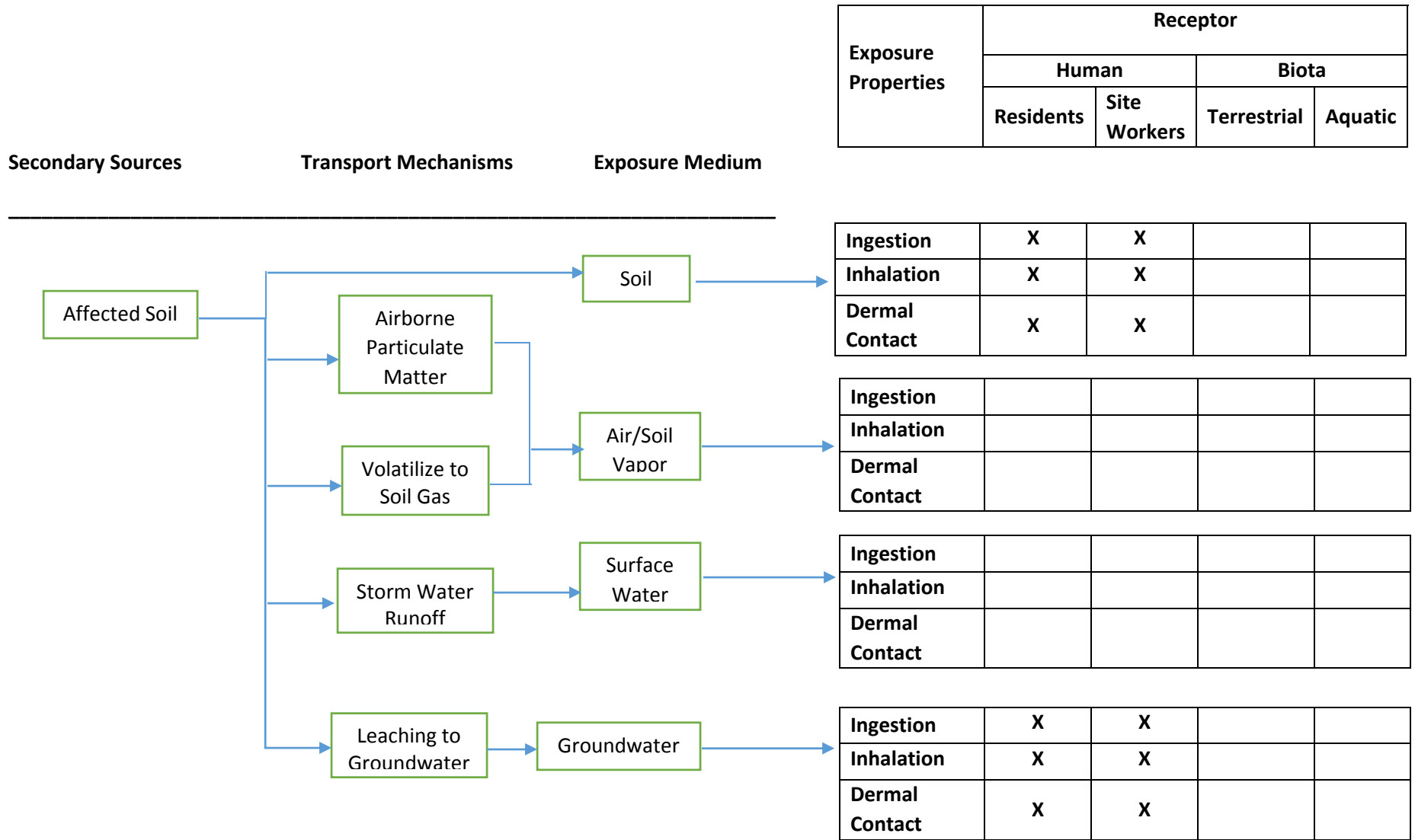
ND = Not detected at concentrations exceeding laboratory reporting limits.

Arsenic analysis by EPA Method 6010B

Organochlorine pesticide analysis by EPA Method 8081A

APPENDIX A
SITE CONCEPTUAL MODEL

SITE CONCEPTUAL MODEL PATHWAY RECEPTOR NETWORK
 PROPOSED SCHOOL SITE – DORIS AVENUE AND PATTERSON ROAD, OXNARD



APPENDIX B

LABORATORY REPORTS AND CHAIN-OF-CUSTODY DOCUMENTATION



781 East Washington Blvd., Los Angeles, CA 90021
(213) 745-5312 FAX (213) 745-6372

December 21, 2016

Mr. Greg Buchanan
ATC Group Services LLC [Monterey Park]
25 Cupania Circle
Monterey Park, CA 91755

Report No.: 1612108
Project Name: Oxnard School District - 1011600538

Dear Mr. Greg Buchanan,

This report contains the analytical results for the sample(s) received under chain of custody(s) by Positive Lab Service on December 14, 2016.

The test results in this report are performed in compliance with ELAP accreditation requirements for the certified parameters. The laboratory report may not be produced, except in full, without the written approval of the laboratory.

The issuance of the final Certificate of Analysis takes precedence over any previous Preliminary Report. Preliminary data should not be used for regulatory purposes. Authorized signature(s) is provided on final report only.

If you have any questions in reference to this report, please contact your Positive Lab Service coordinator.


Project Manager



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 1 @ 0.5' Soil (1612108-01) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	8.54		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	32.2		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	549		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	276		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	21.3		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	58.0		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2200		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<hr/>											
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	84.8 %			55-126		EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	102 %			49-133		EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 2 @ 0.5' Soil (1612108-02) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	8.94		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	32.6		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	597		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	268		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	24.2		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	60.1		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939



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Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 2 @ 0.5' Soil (1612108-02) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Toxaphene	2140		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	83.4 %				55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	104 %				49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 3 @ 0.5' Soil (1612108-03) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	8.10		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	8.21		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	29.4		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	485		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	261		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	21.1		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	54.8		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2250		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	91.4 %				55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	104 %				49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 4 @ 0.5' Soil (1612108-04) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	9.71		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	33.4		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	592		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	261		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	22.2		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	61.4		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 4 @ 0.5' Soil (1612108-04) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2080		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 75.4 %</i>											
					55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: Decachlorobiphenyl 101 %</i>											
					49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Sample ID: COMP 5 @ 0.5' Soil (1612108-05) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	9.41		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	38.4		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	579		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	273		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	18.5		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	60.9		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2110		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 82.5 %</i>											
					55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: Decachlorobiphenyl 114 %</i>											
					49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Sample ID: COMP 6 @ 0.5' Soil (1612108-06) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	9.35		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	33.2		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	522		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	277		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	17.3		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 6 @ 0.5' Soil (1612108-06) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Endosulfan I	ND	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endosulfan II	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endosulfan sulfate	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin	62.2	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Technical Chlordane	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin aldehyde	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin ketone	ND	1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Heptachlor	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Heptachlor epoxide	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Methoxychlor	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Toxaphene	2180	1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939	
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol</i>				86.0 %	55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: Decachlorobiphenyl</i>				111 %	49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 6 @ 0.5' DUP Soil (1612108-07) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
gamma-Chlordane	9.07		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
4,4'-DDD	31.0		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
4,4'-DDE	551		5	ug/kg	80.0	EPA 3546 EPA 8081A	12/16/16	12/20/16	ai	BL61939	
4,4'-DDT	258		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Dieldrin	14.0		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin	57.5		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Toxaphene	2060		1	ug/kg	120	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol</i>				79.9 %	55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: Decachlorobiphenyl</i>				106 %	49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 7 @ 0.5' Soil (1612108-08) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	9.01		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 7 @ 0.5' Soil (1612108-08) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
gamma-Chlordane	10.7	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	40.1	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	618	5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	311	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	17.8	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	71.4	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND	1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2380	1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<hr/>										
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	85.0 %			55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	111 %			49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 8 @ 0.5' Soil (1612108-09) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	8.46		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	11.5		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	39.6		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	589		5	ug/kg	80.0	EPA 3546 EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	343		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	16.7		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	79.0		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2500		1	ug/kg	120	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
<hr/>										
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	79.6 %			55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	119 %			49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 9 @ 0.5' Soil (1612108-10) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 9 @ 0.5' Soil (1612108-10) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
alpha-BHC	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	8.22	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	10.9	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	46.1	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	646	5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	358	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	17.1	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	85.8	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND	1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2510	1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	84.4 %			55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	111 %			49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: SB-3 @ 0.5' Soil (1612108-11) Sampled:12/13/16 08:48 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.28		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923

Sample ID: SB-6 @ 0.5' Soil (1612108-12) Sampled:12/13/16 07:56 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.23		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923

Sample ID: SB-11 @ 0.5' Soil (1612108-13) Sampled:12/13/16 09:16 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.26		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923

Sample ID: SB-14 @ 0.5' Soil (1612108-14) Sampled:12/13/16 10:03 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.20		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923

Sample ID: SB-14 @ 0.5' DUP Soil (1612108-15) Sampled:12/13/16 10:03 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.01		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923

Sample ID: SB-20 @ 0.5' Soil (1612108-16) Sampled:12/13/16 11:10 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.34		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923

Sample ID: SB-24 @ 0.5' Soil (1612108-17) Sampled:12/13/16 10:59 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.61		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: SB-26 @ 0.5' Soil (1612108-18) Sampled:12/13/16 13:18 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Arsenic	3.60		1	mg/kg	2.00	EPA 3050B	EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-32 @ 0.5' Soil (1612108-19) Sampled:12/13/16 13:50 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Arsenic	3.40		1	mg/kg	2.00	EPA 3050B	EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-33 @ 0.5' Soil (1612108-20) Sampled:12/13/16 13:01 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Arsenic	3.76		1	mg/kg	2.00	EPA 3050B	EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: EQ Blank 1 Water (1612108-21) Sampled:12/13/16 14:20 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/l	0.0100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
alpha-BHC	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
beta-BHC	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
delta-BHC	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
gamma-BHC (Lindane)	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
alpha-Chlordane	ND		1	ug/l	0.0500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
gamma-Chlordane	ND		1	ug/l	0.0500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
4,4'-DDD	ND		1	ug/l	0.0500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
4,4'-DDE	ND		1	ug/l	0.0500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
4,4'-DDT	ND		1	ug/l	0.0100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Dieldrin	ND		1	ug/l	0.0100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endosulfan I	ND		1	ug/l	0.100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endosulfan II	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endosulfan sulfate	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endrin	ND		1	ug/l	0.0100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endrin aldehyde	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endrin ketone	ND		1	ug/l	0.100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Heptachlor	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Heptachlor epoxide	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Methoxychlor	ND		1	ug/l	0.500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Technical Chlordane	ND		1	ug/l	0.500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Toxaphene	ND		1	ug/l	1.00	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
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Surrogate: 2,4,5,6 Tetrachloro-m-xylene	54.0 %			36-114		EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Surrogate: Decachlorobiphenyl	66.7 %			33-129		EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Arsenic	ND		1	mg/L	0.0200	EPA 200.7	EPA 6010B	12/16/16	12/19/16	CG	BL61943



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BL61939 - EPA 3546										
Blank Prepared: 12/16/16 Analyzed: 12/19/16										
Aldrin	ND	2.00	ug/kg							
alpha-BHC	ND	2.00	ug/kg							
beta-BHC	ND	2.00	ug/kg							
delta-BHC	ND	2.00	ug/kg							
gamma-BHC (Lindane)	ND	2.00	ug/kg							
alpha-Chlordane	ND	2.00	ug/kg							
gamma-Chlordane	ND	2.00	ug/kg							
4,4'-DDD	ND	2.00	ug/kg							
4,4'-DDE	ND	4.00	ug/kg							
4,4'-DDT	ND	4.00	ug/kg							
Dieldrin	ND	2.00	ug/kg							
Endosulfan I	ND	4.00	ug/kg							
Endosulfan II	ND	2.00	ug/kg							
Endosulfan sulfate	ND	2.00	ug/kg							
Endrin	ND	2.00	ug/kg							
Technical Chlordane	ND	10.0	ug/kg							
Endrin aldehyde	ND	2.00	ug/kg							
Endrin ketone	ND	6.00	ug/kg							
Heptachlor	ND	2.00	ug/kg							
Heptachlor epoxide	ND	2.00	ug/kg							
Methoxychlor	ND	10.0	ug/kg							
Toxaphene	ND	30.0	ug/kg							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	5.84		ug/kg	10.00		58.4	55-126			
Surrogate: Decachlorobiphenyl	8.66		ug/kg	10.00		86.6	49-133			
LCS Prepared: 12/16/16 Analyzed: 12/19/16										
Aldrin	10.6	2.00	ug/kg	13.33		79.6	56-130			
gamma-BHC (Lindane)	10.2	2.00	ug/kg	13.33		76.6	56-133			
4,4'-DDT	10.1	4.00	ug/kg	13.33		76.0	56-133			
Dieldrin	11.5	2.00	ug/kg	13.33		86.5	62-119			
Endrin	11.5	2.00	ug/kg	13.33		86.6	59-127			
Heptachlor	11.2	2.00	ug/kg	13.33		84.1	55-110			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	8.53		ug/kg	10.00		85.3	54-108			
Surrogate: Decachlorobiphenyl	7.96		ug/kg	10.00		79.6	54-127			
Matrix Spike Source: 1612108-10 Prepared: 12/16/16 Analyzed: 12/19/16										
Aldrin	11.3	2.00	ug/kg	13.33	ND	85.0	39-124			
gamma-BHC (Lindane)	12.0	2.00	ug/kg	13.33	ND	90.0	44-120			
4,4'-DDT	383	4.00	ug/kg	33.33	358	74.9	48-150			
Dieldrin	63.5	2.00	ug/kg	33.33	17.1	139	48-144			
Endrin	113	2.00	ug/kg	33.33	85.8	80.6	54-149			



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BL61939 - EPA 3546										
Heptachlor	11.4	2.00	ug/kg	13.33	ND	85.4	46-135			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	8.94		ug/kg	10.00		89.4	57-126			
Surrogate: Decachlorobiphenyl	11.0		ug/kg	10.00		110	43-136			
Matrix Spike Dup Source: 1612108-10 Prepared: 12/16/16 Analyzed: 12/19/16										
Aldrin	10.8	2.00	ug/kg	13.33	ND	81.0	39-124	4.81	30	
gamma-BHC (Lindane)	10.7	2.00	ug/kg	13.33	ND	80.5	44-120	11.2	30	
4,4'-DDT	356	4.00	ug/kg	33.33	358	NR	48-150	NR	30	V-2
Dieldrin	55.5	2.00	ug/kg	33.33	17.1	115	48-144	18.8	30	
Endrin	96.9	2.00	ug/kg	33.33	85.8	33.6	54-149	82.3	30	V-2
Heptachlor	10.5	2.00	ug/kg	13.33	ND	78.5	46-135	8.36	30	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	8.41		ug/kg	10.00		84.1	57-126			
Surrogate: Decachlorobiphenyl	10.1		ug/kg	10.00		101	43-136			
Batch BL62150 - EPA 3535A										
Blank Prepared: 12/16/16 Analyzed: 12/21/16										
Aldrin	ND	0.0100	ug/l							
alpha-BHC	ND	0.0200	ug/l							
beta-BHC	ND	0.0200	ug/l							
delta-BHC	ND	0.0200	ug/l							
gamma-BHC (Lindane)	ND	0.0200	ug/l							
alpha-Chlordane	ND	0.0500	ug/l							
gamma-Chlordane	ND	0.0500	ug/l							
4,4'-DDD	ND	0.0500	ug/l							
4,4'-DDE	ND	0.0500	ug/l							
4,4'-DDT	ND	0.0100	ug/l							
Dieldrin	ND	0.0100	ug/l							
Endosulfan I	ND	0.100	ug/l							
Endosulfan II	ND	0.0200	ug/l							
Endosulfan sulfate	ND	0.0200	ug/l							
Endrin	ND	0.0100	ug/l							
Endrin aldehyde	ND	0.0200	ug/l							
Endrin ketone	ND	0.100	ug/l							
Heptachlor	ND	0.0200	ug/l							
Heptachlor epoxide	ND	0.0200	ug/l							
Methoxychlor	ND	0.500	ug/l							
Technical Chlordane	ND	0.500	ug/l							
Toxaphene	ND	1.00	ug/l							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.137		ug/l	0.1500		91.3	36-114			
Surrogate: Decachlorobiphenyl	0.132		ug/l	0.1500		88.0	33-129			
LCS Prepared: 12/16/16 Analyzed: 12/21/16										



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Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BL62150 - EPA 3535A										
Aldrin	0.150	0.0100	ug/l	0.2000		75.0	40-110			
gamma-BHC (Lindane)	0.154	0.0200	ug/l	0.2000		77.0	44-101			
4,4'-DDE	0.179	0.0500	ug/l	0.2000		89.5	43-116			
4,4'-DDT	0.174	0.0100	ug/l	0.2000		87.0	51-125			
Dieldrin	0.191	0.0100	ug/l	0.2000		95.5	54-111			
Endrin	0.199	0.0100	ug/l	0.2000		99.5	55-120			
Heptachlor	0.160	0.0200	ug/l	0.2000		80.0	45-109			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.112		ug/l	0.1500		74.7	39-114			
Surrogate: Decachlorobiphenyl	0.124		ug/l	0.1500		82.7	36-118			
LCS Dup Prepared: 12/16/16 Analyzed: 12/21/16										
Aldrin	0.148	0.0100	ug/l	0.2000		74.0	40-110	1.34	25	
gamma-BHC (Lindane)	0.140	0.0200	ug/l	0.2000		70.0	44-101	9.52	25	
4,4'-DDE	0.174	0.0500	ug/l	0.2000		87.0	43-116	2.83	25	
4,4'-DDT	0.165	0.0100	ug/l	0.2000		82.5	51-125	5.31	25	
Dieldrin	0.183	0.0100	ug/l	0.2000		91.5	54-111	4.28	25	
Endrin	0.188	0.0100	ug/l	0.2000		94.0	55-120	5.68	25	
Heptachlor	0.152	0.0200	ug/l	0.2000		76.0	45-109	5.13	25	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.109		ug/l	0.1500		72.7	39-114			
Surrogate: Decachlorobiphenyl	0.132		ug/l	0.1500		88.0	36-118			
Batch BL61923 - EPA 3050B										
Blank Prepared: 12/15/16 Analyzed: 12/16/16										
Arsenic	ND	2.00	mg/kg							
LCS Prepared: 12/15/16 Analyzed: 12/16/16										
Arsenic	46.0	2.00	mg/kg	49.57		92.7	80-120			
Matrix Spike Source: 1612108-11 Prepared: 12/15/16 Analyzed: 12/16/16										
Arsenic	47.7	2.00	mg/kg	49.57	3.28	89.7	75-125			
Matrix Spike Dup Source: 1612108-11 Prepared: 12/15/16 Analyzed: 12/16/16										
Arsenic	48.4	2.00	mg/kg	49.57	3.28	90.9	75-125	1.36	30	
Batch BL61943 - EPA 200.7										
Blank Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	ND	0.0200	mg/L							
LCS Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	0.487	0.0200	mg/L	0.4974		97.9	85-115			
LCS Dup Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	0.502	0.0200	mg/L	0.4974		101	85-115	2.98	20	
Duplicate Source: 1612116-01 Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	ND	0.0200	mg/L		ND				20	



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Certificate of Analysis

Page 12 of 12

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BL61943 - EPA 200.7										
Matrix Spike Source: 1612116-01 Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	0.497	0.0200	mg/L	0.4974	ND	100	80-120			
Matrix Spike Dup Source: 1612116-01 Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	0.482	0.0200	mg/L	0.4974	ND	96.9	80-120	3.08	20	

Notes and Definitions

- V-2 Out-of-Range recovery was due to sample Heterogeneity.
- NA Not Applicable
- ND Analyte NOT DETECTED at or above the detection limit
- NR Not Reported
- MDL Method Detection Limit
- PQL Practical Quantitation Limit

Authorized Signature(s)



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 1 OF 10
 FILE NO.: _____ LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. _____ AIRBILL NO: _____

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.3°

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 REMARKS: _____

SAMPLER NAME: _____ SIGNATURE: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A									SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE											
	<u>12/13/16</u>		Comp 1 @ 0.5'		X			N		G		X									LAB TO COMPOSITE
			Comp 1 @ 2'		X			N		G		X									LAB TO COMPOSITE HOLD
		<u>739</u>	SB-1 @ 0.5'		X			N	1	G											HOLD
		<u>741</u>	SB-1 @ 2'		X			N	1	G											HOLD
		<u>744</u>	SB-2 @ 0.5'		X			N	1	G											HOLD
		<u>816</u>	SB-2 @ 2'		X			N	1	G											HOLD
		<u>848</u>	SB-3 @ 0.5'		X			N	2	G	X										HOLD
		<u>851</u>	SB-3 @ 2'		X			N	1	G											HOLD
		<u>855</u>	SB-4 @ 0.5'		X			N	1	G											HOLD
		<u>857</u>	SB-4 @ 2'		X			N	1	G											HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: _____	Time: _____	

SPECIAL INSTRUCTION: _____

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: _____ PAGE: 1 OF 16
 FILE NO.: _____ LAB NO.: 1012108

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600538** P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED _____ COOLER TEMP: 1.3°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 2 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 2 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>748</u>	SB-5 @ 0.5'		X			N	1	G									
		<u>751</u>	SB-5 @ 2'		X			N	1	G									HOLD
		<u>750</u>	SB-6 @ 0.5'		X			N	2	G	X								
		<u>800</u>	SB-6 @ 2'		X			N	1	G									HOLD
		<u>903</u>	SB-7 @ 0.5'		X			N	1	G									
		<u>905</u>	SB-7 @ 2'		X			N	1	G									HOLD
		<u>910</u>	SB-8 @ 0.5'		X			N	1	G									
		<u>912</u>	SB-8 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days. By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 2/14/16
 FILE NO.:

PAGE: 3 OF 10
 LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 REMARKS: _____

SAMPLER NAME: _____ SIGNATURE: _____
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: Y N GLOBAL ID#: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPrs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>2/14/16</u>		Comp 3 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 3 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>807</u>	SB-9 @ 0.5'		X			N	1	G									
		<u>808</u>	SB-9 @ 2'		X			N	1	G									HOLD
		<u>815</u>	SB-10 @ 0.5'		X			N	1	G									HOLD
		<u>817</u>	SB-10 @ 2'		X			N	1	G									
		<u>910</u>	SB-11 @ 0.5'		X			N	2	G	X								HOLD
		<u>916</u>	SB-11 @ 2'		X			N	1	G									
		<u>922</u>	SB-12 @ 0.5'		X			N	1	G									
		<u>924</u>	SB-12 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>3:16</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 4 OF 10
 FILE NO.: LAB NO.: 1012108

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600537** P.O.NO. AIRBILL NO:

ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED COOLER TEMP: 1.3°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION * >

SAMPLER NAME: SIGNATURE: REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPIs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 4 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 4 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>958</u>	SB-13 @ 0.5'		X			N	1	G									
		<u>1001</u>	SB-13 @ 2'		X			N	1	G									HOLD
		<u>1003</u>	SB-14 @ 0.5'		X			N	2	G	X								
		<u>1003</u>	SB-14 @ 0.5' DUP		X			N	1	G	X								
		<u>1006</u>	SB-14 @ 2'		X			N	1	G									HOLD
		<u>1127</u>	SB-15 @ 0.5'		X			N	1	G									
		<u>1129</u>	SB-15 @ 2'		X			N	1	G									HOLD
		<u>1122</u>	SB-16 @ 0.5'		X			N	1	G									
		<u>1124</u>	SB-16 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days. By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/14 PAGE: 5 OF 10
 FILE NO.: _____ LAB NO.: 1012/08

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600537** P.O.NO. _____ AIRBILL NO: _____

ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED _____ COOLER TEMP: 1.3°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/14</u>		Comp 5 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 5 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>1010</u>	SB-17 @ 0.5'		X			N	1	G									
		<u>1012</u>	SB-17 @ 2'		X			N	1	G									HOLD
		<u>1015</u>	SB-18 @ 0.5'		X			N	1	G									
		<u>1017</u>	SB-18 @ 2'		X			N	1	G									HOLD
		<u>1116</u>	SB-19 @ 0.5'		X			N	1	G									
		<u>1118</u>	SB-19 @ 2'		X			N	1	G									HOLD
		<u>1110</u>	SB-20 @ 0.5'		X			N	2	G	X								
		<u>1113</u>	SB-20 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/14</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/14</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/14/16 PAGE: 1 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION * >

SAMPLER NAME: SIGNATURE: REMARKS:

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 6 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 6 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
			Comp 6 @ 0.5' DUP		X			N	1	G		X							LAB TO COMPOSITE
		<u>1020</u>	SB-21 @ 0.5'		X			N	2	G									
		<u>1022</u>	SB-21 @ 2'		X			N	1	G									HOLD
		<u>1027</u>	SB-22 @ 0.5'		X			N	2	G									
		<u>1029</u>	SB-22 @ 2'		X			N	1	G									HOLD
		<u>1104</u>	SB-23 @ 0.5'		X			N	2	G									
		<u>1106</u>	SB-23 @ 2'		X			N	1	G									HOLD
		<u>1059</u>	SB-24 @ 0.5'		X			N	3	G	X								
		<u>1101</u>	SB-24 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days. By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/15/16 PAGE: 7 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: Oxnard School District	PROJECT NAME/NO. 1011600538	P.O.NO.	AIRBILL NO:
ADDRESS: 25 Cupania Circle, Monterey Park	ANALYSES REQUESTED		COOLER TEMP: <u>1.6</u> °C

PROJECT MANAGER: Greg Buchanan	PHONE NO: 323-517-9780	FAX NO: 323.517.9781	<---PRESERVATION * REMARKS: _____
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SAMPLER NAME:	SIGNATURE:
TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal	
CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other	
UST PROJECT: Y N GLOBAL ID#: -----	

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/14/16</u>		Comp 7 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 7 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>1523</u>	SB-25 @ 0.5'		X			N	1	G									
		<u>1325</u>	SB-25 @ 2'		X			N	1	G									HOLD
		<u>1318</u>	SB-26 @ 0.5'		X			N	2	G	X								
		<u>1320</u>	SB-26 @ 2'		X			N	1	G									HOLD
		<u>1336</u>	SB-27 @ 0.5'		X			N	1	G									
		<u>1338</u>	SB-27 @ 2'		X			N	1	G									HOLD
		<u>1341</u>	SB-28 @ 0.5'		X			N	1	G									
		<u>1343</u>	SB-28 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): Wipe Evidence	Date: <u>12/14/16</u>	Time: <u>310</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 8 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.6 °C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	Lead by EPA 6010B	OCPS by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE										
	<u>12/13/16</u>		Comp 8 @ 0.5'		X			N		G			X							LAB TO COMPOSITE
			Comp 8 @ 2'		X			N		G			X							LAB TO COMPOSITE HOLD
		<u>1312</u>	SB-29 @ 0.5'		X			N	1	G										
		<u>1314</u>	SB-29 @ 2'		X			N	1	G										HOLD
		<u>1307</u>	SB-30 @ 0.5'		X			N	1	G										
		<u>1308</u>	SB-30 @ 2'		X			N	1	G										HOLD
		<u>1346</u>	SB-31 @ 0.5'		X			N	1	G										
		<u>1348</u>	SB-31 @ 2'		X			N	1	G										HOLD
		<u>1350</u>	SB-32 @ 0.5'		X			N	2	G	X									
	<u>1352</u>		SB-32 @ 2'		X			N	1	G										HOLD

Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION: _____

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16

PAGE: 9 OF 10

FILE NO.:

LAB NO.: 1412108

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600538** P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED _____ COOLER TEMP: 1.4°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION *
 SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 9 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 9 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>1301</u>	SB-33 @ 0.5'		X			N	2	G	X								
		<u>1303</u>	SB-33 @ 2'		X			N	1	G									HOLD
		<u>1257</u>	SB-34 @ 0.5'		X			N	1	G									
		<u>1259</u>	SB-34 @ 2'		X			N	1	G									HOLD
		<u>1355</u>	SB-35 @ 0.5'		X			N	1	G									
		<u>1357</u>	SB-35 @ 2'		X			N	1	G									HOLD
		<u>1402</u>	SB-36 @ 0.5'		X			N	1	G									
		<u>1404</u>	SB-36 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/12/16 PAGE: 10 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.4°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPS by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>	<u>1420</u>	EQ Blank 1	X				N		G	X	X							
			Temp blank	X				N		G									

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:46</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days. By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



781 East Washington Blvd., Los Angeles, CA 90021
{213} 745-5312 FAX {213} 745-6372

January 11, 2017

Mr. Greg Buchanan
ATC Group Services LLC [Monterey Park]
25 Cupania Circle
Monterey Park, CA 91755

Report No.: 1612108
Project Name: Oxnard School District - 1011600538

Dear Mr. Greg Buchanan,

This report contains the analytical results for the sample(s) received under chain of custody(s) by Positive Lab Service on December 14, 2016.

The test results in this report are performed in compliance with ELAP accreditation requirements for the certified parameters. The laboratory report may not be produced, except in full, without the written approval of the laboratory.

The issuance of the final Certificate of Analysis takes precedence over any previous Preliminary Report. Preliminary data should not be used for regulatory purposes. Authorized signature(s) is provided on final report only.

If you have any questions in reference to this report, please contact your Positive Lab Service coordinator.


Project Manager



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

Page 2 of 8

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 1 @ 2' Soil (1612108-22) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	26.3	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	245	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	102	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	18.5	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	41.3	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	1110	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol.</i>	<i>146 %</i>	<i>R4</i>		<i>55-126</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>142 %</i>	<i>R4</i>		<i>49-133</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
Sample ID: COMP 2 @ 2' Soil (1612108-23) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	17.9	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	240	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	98.1	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	21.0	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	33.1	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 2 @ 2' Soil (1612108-23) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Toxaphene	926	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i>	<i>125 %</i>	<i>R4</i>		<i>55-126</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>135 %</i>	<i>R4</i>		<i>49-133</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>

Sample ID: COMP 3 @ 2' Soil (1612108-24) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	117	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	36.9	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	8.95	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	13.8	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	519	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene</i>	<i>133 %</i>	<i>R4</i>		<i>55-126</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>144 %</i>	<i>R4</i>		<i>49-133</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>

Sample ID: COMP 4 @ 2' Soil (1612108-25) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	12.0	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	147	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	52.1	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	10.0	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	19.1	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026



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Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 4 @ 2' Soil (1612108-25) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	395	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
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Surrogate: 2,4,5,6 Tetrachloro-m-xylar.	140 %	R4		55-126		EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Surrogate: Decachlorobiphenyl	129 %	R4		49-133		EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026

Sample ID: COMP 5 @ 2' Soil (1612108-26) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	27.4	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	233	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	105	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	17.2	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	41.8	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	731	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
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Surrogate: 2,4,5,6 Tetrachloro-m-xylar.	148 %	R4		55-126		EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Surrogate: Decachlorobiphenyl	142 %	R4		49-133		EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026

Sample ID: COMP 6 @ 2' Soil (1612108-27) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	60.1	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	20.4	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026



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Certificate of Analysis

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID:	COMP 6 @ 2' Soil	(1612108-27)	Sampled:12/13/16 00:00	Received:12/14/16 14:40							
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	8.96	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	218	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
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Surrogate: 2,4,5,6 Tetrachloro-m-xylar.	149 %	R4			55-126	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Surrogate: Decachlorobiphenyl	143 %	R4			49-133	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026

Sample ID:	COMP 7 @ 2' Soil	(1612108-28)	Sampled:12/13/16 00:00	Received:12/14/16 14:40							
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDE	81.3	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDT	23.7	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Dieldrin	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin	11.3	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Methoxychlor	231	R4	1	ug/kg	40.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Toxaphene	ND	R4	1	ug/kg	120	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
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Surrogate: 2,4,5,6 Tetrachloro-m-xylar.	141 %	R4			55-126	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Surrogate: Decachlorobiphenyl	126 %	R4			49-133	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	

Sample ID:	COMP 8 @ 2' Soil	(1612108-29)	Sampled:12/13/16 00:00	Received:12/14/16 14:40							
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	



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Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID:	COMP 8 @ 2' Soil	(1612108-29)	Sampled:12/13/16 00:00			Received:12/14/16 14:40					
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	69.7	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	21.4	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	10.5	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	252	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol.</i>			<i>153 %</i>	<i>R4</i>	<i>55-126</i>	<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
<i>Surrogate: Decachlorobiphenyl</i>			<i>146 %</i>	<i>R4</i>	<i>49-133</i>	<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>

Sample ID:	COMP 9 @ 2' Soil	(1612108-30)	Sampled:12/13/16 00:00			Received:12/14/16 14:40					
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	81.5	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	25.1	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	12.2	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	226	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol.</i>			<i>141 %</i>	<i>R4</i>	<i>55-126</i>	<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
<i>Surrogate: Decachlorobiphenyl</i>			<i>130 %</i>	<i>R4</i>	<i>49-133</i>	<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>



781 East Washington Blvd., Los Angeles, CA 90021
 [213] 745-5312 FAX [213] 745-6372

Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BA71026 - EPA 3546										
Blank Prepared: 01/05/17 Analyzed: 01/06/17										
Aldrin	ND	2.00	ug/kg							
alpha-BHC	ND	2.00	ug/kg							
beta-BHC	ND	2.00	ug/kg							
delta-BHC	ND	2.00	ug/kg							
gamma-BHC (Lindane)	ND	2.00	ug/kg							
alpha-Chlordane	ND	2.00	ug/kg							
gamma-Chlordane	ND	2.00	ug/kg							
4,4'-DDD	ND	2.00	ug/kg							
4,4'-DDE	ND	4.00	ug/kg							
4,4'-DDT	ND	4.00	ug/kg							
Dieldrin	ND	2.00	ug/kg							
Endosulfan I	ND	4.00	ug/kg							
Endosulfan II	ND	2.00	ug/kg							
Endosulfan sulfate	ND	2.00	ug/kg							
Endrin	ND	2.00	ug/kg							
Technical Chlordane	ND	10.0	ug/kg							
Endrin aldehyde	ND	2.00	ug/kg							
Endrin ketone	ND	6.00	ug/kg							
Heptachlor	ND	2.00	ug/kg							
Heptachlor epoxide	ND	2.00	ug/kg							
Methoxychlor	ND	10.0	ug/kg							
Toxaphene	ND	30.0	ug/kg							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	7.31		ug/kg	6.667		110	55-126			
Surrogate: Decachlorobiphenyl	7.81		ug/kg	6.667		117	49-133			
LCS Prepared: 01/05/17 Analyzed: 01/06/17										
Aldrin	12.2	2.00	ug/kg	13.33		91.3	56-130			
gamma-BHC (Lindane)	11.3	2.00	ug/kg	13.33		84.6	56-133			
4,4'-DDT	11.9	4.00	ug/kg	13.33		89.0	56-133			
Dieldrin	12.7	2.00	ug/kg	13.33		95.6	62-119			
Endrin	14.2	2.00	ug/kg	13.33		107	59-127			
Heptachlor	12.5	2.00	ug/kg	13.33		93.7	55-110			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	6.88		ug/kg	6.667		103	54-108			
Surrogate: Decachlorobiphenyl	7.90		ug/kg	6.667		119	54-127			
Matrix Spike Source: 1612108-27 Prepared: 01/05/17 Analyzed: 01/06/17										
Aldrin	14.0	8.00	ug/kg	13.33	ND	105	39-124			R4
gamma-BHC (Lindane)	12.7	8.00	ug/kg	13.33	ND	95.2	44-120			R4
4,4'-DDT	46.8	16.0	ug/kg	33.33	20.4	79.1	48-150			R4
Dieldrin	40.5	8.00	ug/kg	33.33	3.93	110	48-144			R4
Endrin	44.1	8.00	ug/kg	33.33	8.96	106	54-149			R4



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Certificate of Analysis

Page 8 of 8

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BA71026 - EPA 3546										
Heptachlor	11.7	8.00	ug/kg	13.33	ND	87.9	46-135			R4
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	8.87		ug/kg	6.667		133	57-126			R4
Surrogate: Decachlorobiphenyl	7.26		ug/kg	6.667		109	43-136			R4
Matrix Spike Dup Source: 1612108-27 Prepared: 01/05/17 Analyzed: 01/06/17										
Aldrin	15.5	8.00	ug/kg	13.33	ND	116	39-124	9.68	30	R4
gamma-BHC (Lindane)	13.4	8.00	ug/kg	13.33	ND	101	44-120	5.65	30	R4
4,4'-DDT	50.6	16.0	ug/kg	33.33	20.4	90.6	48-150	13.5	30	R4
Dieldrin	41.9	8.00	ug/kg	33.33	3.93	114	48-144	3.56	30	R4
Endrin	46.6	8.00	ug/kg	33.33	8.96	113	54-149	6.76	30	R4
Heptachlor	12.7	8.00	ug/kg	13.33	ND	95.6	46-135	8.43	30	R4
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	9.50		ug/kg	6.667		143	57-126			R4
Surrogate: Decachlorobiphenyl	9.10		ug/kg	6.667		137	43-136			R4

Notes and Definitions

- R4 Analysis requested past Holding Time.
- NA Not Applicable
- ND Analyte NOT DETECTED at or above the detection limit
- NR Not Reported
- MDL Method Detection Limit
- PQL Practical Quantitation Limit

Environmental Laboratory Accreditation Program Certificate No. 1131, Mobile Lab No. 2534, LACSD No. 10138

Authorized Signature(s)



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: _____ PAGE: 1 OF 16
 FILE NO.: _____ LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. AIRBILL NO:
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781
 ← PRESERVATION *

SAMPLER NAME: SIGNATURE: REMARKS:
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	12/13/16		Comp 2 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 2 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD @ off field 12/15 via e-mail
		748	SB-5 @ 0.5'		X			N	1	G									
		751	SB-5 @ 2'		X			N	1	G									HOLD
		756	SB-6 @ 0.5'		X			N	2	G	X								
		860	SB-6 @ 2'		X			N	1	G									HOLD
		903	SB-7 @ 0.5'		X			N	1	G									
		905	SB-7 @ 2'		X			N	1	G									HOLD
		910	SB-8 @ 0.5'		X			N	1	G									
		912	SB-8 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: 12/14/16	Time: 2:40	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: 12/14/16	Time: 3:10	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 2/12/16 PAGE: 3 OF 10
 FILE NO.: LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781
 <---PRESERVATION * REMARKS:

SAMPLER NAME: SIGNATURE:
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>2/12/16</u>		Comp 3 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 3 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <u>8:15 AM HOLD 12/29 via e-mail</u>
		<u>807</u>	SB-9 @ 0.5'		X			N	1	G									HOLD
		<u>808</u>	SB-9 @ 2'		X			N	1	G									HOLD
		<u>815</u>	SB-10 @ 0.5'		X			N	1	G									HOLD
		<u>817</u>	SB-10 @ 2'		X			N	1	G									HOLD
		<u>910</u>	SB-11 @ 0.5'		X			N	2	G	X								HOLD
		<u>916</u>	SB-11 @ 2'		X			N	1	G									HOLD
		<u>922</u>	SB-12 @ 0.5'		X			N	1	G									
		<u>924</u>	SB-12 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/14</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/14</u>	Time: <u>3:16</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 4 OF 10
 FILE NO.: LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *

SAMPLER NAME: SIGNATURE: REMARKS:

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 4 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 4 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD (10/13/16) HOLD 12/29 via e-mail
		<u>958</u>	SB-13 @ 0.5'		X			N	1	G									
		<u>1061</u>	SB-13 @ 2'		X			N	1	G									HOLD
		<u>1003</u>	SB-14 @ 0.5'		X			N	2	G	X								
		<u>1003</u>	SB-14 @ 0.5' DUP		X			N	1	G	X								
		<u>1006</u>	SB-14 @ 2'		X			N	1	G									HOLD
		<u>1127</u>	SB-15 @ 0.5'		X			N	1	G									
		<u>1129</u>	SB-15 @ 2'		X			N	1	G									HOLD
		<u>1122</u>	SB-16 @ 0.5'		X			N	1	G									
		<u>1124</u>	SB-16 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	SAMPLE DISPOSITION	
		<u>12/14/16</u>	<u>2:40</u>		1. Samples returned to client? Yes No
		<u>12/14/16</u>	<u>3:10</u>		2. Samples will not be stored over 30 days, unless additional storage time is requested
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	3. Storage time requested: _____ days,	
				By: _____ Date: _____	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/04 PAGE: 5 OF 10
 FILE NO.: LAB NO.: 1012/08

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 REMARKS:

SAMPLER NAME: SIGNATURE:

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCps by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/04</u>		Comp 5 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 5 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <u>5.0% HOLD 12/24 V142-Mul</u>
		<u>1010</u>	SB-17 @ 0.5'		X			N	1	G									HOLD
		<u>1012</u>	SB-17 @ 2'		X			N	1	G									HOLD
		<u>1015</u>	SB-18 @ 0.5'		X			N	1	G									HOLD
		<u>1017</u>	SB-18 @ 2'		X			N	1	G									HOLD
		<u>1116</u>	SB-19 @ 0.5'		X			N	1	G									HOLD
		<u>1118</u>	SB-19 @ 2'		X			N	1	G									HOLD
		<u>1110</u>	SB-20 @ 0.5'		X			N	2	G	X								
		<u>1113</u>	SB-20 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/13/04</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/04</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/14/16 PAGE: 2 OF 10
 FILE NO.: LAB NO.: 16/2/08

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 ←-PRESERVATION *

SAMPLER NAME: SIGNATURE: REMARKS:

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 6 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 6 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <u>8/10/16 HOLD 12/20 via e-mail</u>
			Comp 6 @ 0.5' DUP		X			N	1	G		X							LAB TO COMPOSITE
		<u>1020</u>	SB-21 @ 0.5'		X			N	2	G									
		<u>1022</u>	SB-21 @ 2'		X			N	1	G									HOLD
		<u>1027</u>	SB-22 @ 0.5'		X			N	2	G									
		<u>1029</u>	SB-22 @ 2'		X			N	1	G									HOLD
		<u>1104</u>	SB-23 @ 0.5'		X			N	2	G									
		<u>1106</u>	SB-23 @ 2'		X			N	1	G									HOLD
		<u>1059</u>	SB-24 @ 0.5'		X			N	3	G	X								
		<u>1101</u>	SB-24 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): <u>Lupe Gutierrez</u>	Date: <u>12/14/16</u>	Time: <u>3:00</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/15/16 PAGE: 7 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600538** P.O.NO. AIRBILL NO:
 ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION *

SAMPLER NAME: SIGNATURE: REMARKS:
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/15/16</u>		Comp 7 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 7 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD KID OFF HOLD 12/29 via e-mail
		<u>1523</u>	SB-25 @ 0.5'		X			N	1	G									HOLD
		<u>1325</u>	SB-25 @ 2'		X			N	1	G									HOLD
		<u>1318</u>	SB-26 @ 0.5'		X			N	2	G	X								
		<u>1320</u>	SB-26 @ 2'		X			N	1	G									HOLD
		<u>1336</u>	SB-27 @ 0.5'		X			N	1	G									
		<u>1338</u>	SB-27 @ 2'		X			N	1	G									HOLD
		<u>1341</u>	SB-28 @ 0.5'		X			N	1	G									
		<u>1343</u>	SB-28 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/14 PAGE: 8 OF 10
 FILE NO.: LAB NO.: 1412108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. AIRBILL NO:
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 ←-PRESERVATION *
 SAMPLER NAME: SIGNATURE: REMARKS:

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	Lead by EPA 6010B	OCPS by EPA 8081A						SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/14</u>		Comp 8 @ 0.5'		X			N		G			X						LAB TO COMPOSITE
			Comp 8 @ 2'		X			N		G			X						LAB TO COMPOSITE HOLD <u>5.0 off HOLD 12/24 vial e-mail</u>
		<u>1312</u>	SB-29 @ 0.5'		X			N	1	G									HOLD
		<u>1314</u>	SB-29 @ 2'		X			N	1	G									HOLD
		<u>1307</u>	SB-30 @ 0.5'		X			N	1	G									
		<u>1309</u>	SB-30 @ 2'		X			N	1	G									HOLD
		<u>1346</u>	SB-31 @ 0.5'		X			N	1	G									
		<u>1308</u>	SB-31 @ 2'		X			N	1	G									HOLD
		<u>1350</u>	SB-32 @ 0.5'		X			N	2	G	X								
	<u>1352</u>		SB-32 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/14</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/14</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/10 PAGE: 9 OF 10
 FILE NO.: LAB NO.: 1412108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.4°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPS by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/10</u>		Comp 9 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 9 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <i>Diff hold 13ha via e-mail</i>
		<u>1301</u>	SB-33 @ 0.5'		X			N	<u>2</u>	G	X								
		<u>1303</u>	SB-33 @ 2'		X			N	<u>1</u>	G									HOLD
		<u>1257</u>	SB-34 @ 0.5'		X			N	<u>1</u>	G									
		<u>1257</u>	SB-34 @ 2'		X			N	<u>1</u>	G									HOLD
		<u>1355</u>	SB-35 @ 0.5'		X			N	<u>1</u>	G									
		<u>1357</u>	SB-35 @ 2'		X			N	<u>1</u>	G									HOLD
		<u>1402</u>	SB-36 @ 0.5'		X			N	<u>1</u>	G									
		<u>1404</u>	SB-36 @ 2'		X			N	<u>1</u>	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/10</u> Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/10</u> Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date: _____ Time: _____	

SPECIAL INSTRUCTION: _____

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/10/16 PAGE: 10 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.4°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 SAMPLER NAME: SIGNATURE: REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCps by EPA 8081A								SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE										
	<u>12/13/16</u>	<u>1420</u>	EQ Blank 1	X				N	G	X	X									
			Temp blank	X				N	G											

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



December 15, 2016

Ms. Melissa Smith
ATC Group Services, LLC
25 Cupania Circle
Monterey Park, CA 91755

Dear Ms. Smith:

This letter presents the results of the soil vapor investigation conducted by Optimal Technology (Optimal), for ATC Group Services, LLC on December 14, 2016. The study was performed at the Southeast corner of Doris Ave. & N. Patterson Rd., Oxnard, California.

Optimal was contracted to perform a soil vapor survey at this site to screen for possible Methane and Hydrogen Sulfide.

Gas Sampling Method

At each sampling location an electric vacuum pump set to draw 0.2 liters per minute (L/min) of soil vapor was attached to the probe and purged prior to sample collection. Vapor samples were obtained in Hamilton gas-tight syringes by puncturing tubing which connects the sampling probe and the vacuum pump. New tubing was used at each sampling point to prevent cross contamination. Samples were immediately injected into the gas chromatograph after collection.

All analyses were performed on a laboratory grade Hewlett Packard model 5890 Series II gas chromatograph equipped with a Flame Ionization Detector (FID) and an Electron Capture Detector (ECD). Restec wide bore capillary columns using hydrogen as the carrier gases were used to perform all analysis. All results were collected on a personal computer utilizing Hewlett Packard's PC based chromatographic data collection and handling system. Additionally, a Landtec GEM2000 plus was used to test for Hydrogen Sulfide.

Quality Assurance

5-Point Calibration

The initial five point calibration consisted of 20, 50, 100, 200 and 500 ul injections of the calibration standard. A calibration factor on each analyte was generated using a best fit line method using the HP data system. If the r^2 factor generated from this line was not greater than 0.990, an additional five point calibration would have been performed. Method reporting limits were calculated to be 1.0-10.0 parts per million by volume (ppmV) for the individual compounds.

A daily calibration check and end of run calibration check was performed by preparing a calibration gas from Airgas and from a pre-mixed standard supplied by CPI International.

Sample Replicates

A replicate analysis (duplicate) was run to evaluate the reproducibility of the sampling system and instrument. The difference between samples did not vary more than 20%.

Equipment Blanks

Blanks were run at the beginning of each workday and after calibrations. The blanks were collected using an ambient air sample. These blanks checked the septum, syringe, GC column, GC detector and the ambient air. Contamination was not found in any of the blanks analyzed during this investigation. Blank results are given along with the sample results.

Tracer Gas Leak Test

A tracer gas was applied to the soil gas probes at each point of connection in which ambient air could enter the sampling system. These points include the top of the sampling probe where the tubing meets the probe connection and the surface bentonite seals. Isobutane was used as the tracer gas. No Isobutane was found in any of the samples collected.

Purge Volume

The standard purge volume of three volumes was purged in accordance with the July 2015 DTSC/RWQCB Advisory for Active Soil Gas Investigations.

Shut-in Test

A shut-in test was conducted prior to purging or sampling each location to check for leaks in the above-ground sampling system. The system was evaluated to a minimum measured vacuum of 100 inches of water. The vacuum gauge was calibrated and sensitive enough to indicate a water pressure change of at least 0.5 inches.

Scope of Work

To achieve the objective of this investigation a total of 21 vapor samples were collected from 10 locations throughout the site. Sampling depths, vacuum readings, purge volume and sampling volumes are given on the analytical results page. All the collected vapor samples were analyzed on-site using Optimal's mobile laboratory.

Subsurface Conditions

Subsurface soil conditions at this site offered sampling flows at 0" water vacuum.

Results

During this vapor investigation five samples contained levels of Methane. Methane levels ranged from 10.28 ppmV to 15.26 ppmV. A complete table of analytical results is included with this report.

Disclaimer

All conclusions presented in this letter are based solely on the information collected by the soil vapor survey conducted by Optimal Technology. Soil vapor testing is only a subsurface screening tool and does not represent actual contaminant concentrations in either the soil and/or groundwater. We enjoyed working with you on this project and look forward to future projects. If you have any questions please contact me at (877) 764-5427.

Sincerely,



John Rice
Project Manager



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** HP-5890 Series II
Method: Modified EPA 8015 **Detector:** FID **Page:** 1 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)
Injection Volume (ul)
Dilution Factor (FID)

BLANK-1	SV-1-5'	SV-1-10'	SV-5-5'	SV-5-10'	SV-4-5'	SV-4-10'	SV-2-5'
N/A	5.0	10.0	5.0	10.0	5.0	10.0	5.0
N/A	790	870	790	870	790	870	790
N/A	0	0	0	0	0	0	0
2500	2500	2500	2500	2500	2500	2500	2500
1	1	1	1	1	1	1	1

COMPOUND	REP. LIMIT
Methane	10.00
Isobutane (Tracer Gas)	1.00

CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)
ND	ND	ND	10.28	ND	ND	15.22	14.09
ND	ND	ND	ND	ND	ND	ND	ND

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** HP-5890 Series II
Method: Modified EPA 8015 **Detector:** FID **Page:** 2 of 6

SAMPLE ID	SV-2-10'	SV-3-5'	SV-3-10'	SV-10-5'	SV-10-10'	SV-9-5'	SV-9-10'	SV-8-5'
Sampling Depth (Ft.)	10.0	5.0	10.0	5.0	10.0	5.0	10.0	5.0
Purge Volume (ml)	870	790	870	790	870	790	870	790
Vacuum (in. of Water)	0	0	0	0	0	0	0	0
Injection Volume (ul)	2500	2500	2500	2500	2500	2500	2500	2500
Dilution Factor (FID)	1	1	1	1	1	1	1	1

COMPOUND	REP. LIMIT	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)
Methane	10.00	ND	15.26	ND	ND	ND	13.51	ND
Isobutane (Tracer Gas)	1.00	ND	ND	ND	ND	ND	ND	ND

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** HP-5890 Series II
Method: Modified EPA 8015 **Detector:** FID **Page:** 3 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)
Injection Volume (ul)
Dilution Factor (FID)

SV-8-10'	SV-7-5'	SV-7-10'	SV-6-5'	SV-6-10'	SV-6-10' Dup		
10.0	5.0	10.0	5.0	10.0	10.0		
870	790	870	790	870	870		
0	0	0	0	0	0		
2500	2500	2500	2500	2500	2500		
1	1	1	1	1	1		

COMPOUND	REP. LIMIT
Methane	10.00
Isobutane (Tracer Gas)	1.00

CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)		
ND	ND	ND	ND	ND	ND		
ND	ND	ND	ND	ND	ND		

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** Landtec GEM2000 Plus
Page: 4 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)

BLANK-1	SV-1-5'	SV-1-10'	SV-5-5'	SV-5-10'	SV-4-5'	SV-4-10'	SV-2-5'
N/A	5.0	10.0	5.0	10.0	5.0	10.0	5.0
N/A	790	870	790	870	790	870	790
N/A	0	0	0	0	0	0	0

COMPOUND	REP. LIMIT
Hydrogen Sulfide	1.00

CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)
ND	ND	ND	ND	ND	ND	ND	ND

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** Landtec GEM2000 Plus
Page: 5 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)

SV-2-10'	SV-3-5'	SV-3-10'	SV-10-5'	SV-10-10'	SV-9-5'	SV-9-10'	SV-8-5'
10.0	5.0	10.0	5.0	10.0	5.0	10.0	5.0
870	790	870	790	870	790	870	790
0	0	0	0	0	0	0	0

COMPOUND	REP. LIMIT
Hydrogen Sulfide	1.00

CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)
ND	ND	ND	ND	ND	ND	ND	ND

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** Landtec GEM2000 Plus **Page:** 6 of 6

SAMPLE ID	SV-8-10'	SV-7-5'	SV-7-10'	SV-6-5'	SV-6-10'	SV-6-10' Dup		
Sampling Depth (Ft.)	10.0	5.0	10.0	5.0	10.0	10.0		
Purge Volume (ml)	870	790	870	790	870	870		
Vacuum (in. of Water)	0	0	0	0	0	0		

COMPOUND	REP. LIMIT	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)		
Hydrogen Sulfide	1.00	ND	ND	ND	ND	ND	ND		

Note: ND = Below Listed Reporting Limit

APPENDIX C

HUMAN HEALTH SCREENING CALCULATIONS (TABLES C-1 THROUGH C-25)

Table C-1
Descriptive Statistical Summary for Soil Samples
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituent	Sample Summary ^a			Concentration Range and Summary ^a						95% Upper Confidence Limit (UCL) ^c	Exposure Point Concentration ^d		
	Total Soil Samples Analyzed	Samples Detected	Percent Detected	Laboratory Detection Limit	Minimum Detected	Location of Minimum	Maximum Detected	Location of Maximum	Arithmetic Mean ^b		(mg/kg)	(mg/kg)	Basis
				(mg/kg)	(mg/kg)		(mg/kg)						
Metals													
Arsenic	10	10	100%	NA	3.01	SB-14 @0.5 (Dup)	3.76	SB-33 @ 0.5	3.37	NA	NQ	--	
Organochlorine Pesticides													
4,4'-DDD (DDD)	19	14	74%	0.008	0.0120	Comp 4 (2 fbg)	0.0461	Comp 9 (0.5 fbg)	0.0314	NA	0.0461	Max	
4,4'-DDE (DDE)	19	19	100%	NA	0.0601	Comp 6 (2 fbg)	0.646	Comp 9 (0.5 fbg)	0.369	NA	0.646	Max	
4,4'-DDT (DDT)	19	19	100%	NA	0.0204	Comp 6 (2 fbg)	0.358	Comp 9 (0.5 fbg)	0.177	NA	0.358	Max	
alpha Chlordane	19	4	21%	0.008	0.0081	Comp 3 (0.5 fbg)	0.00901	Comp 7 (0.5 fbg)	0.00845	NA	0.00901	Max	
gamma Chlordane	19	10	53%	0.008	0.00821	Comp 3 (0.5 fbg)	0.0115	Comp 8 (0.5 fbg)	0.00963	NA	0.0115	Max	
Dieldrin	19	15	79%	0.008	0.00895	Comp 3 (2 fbg)	0.0242	Comp 2 (0.5 fbg)	0.0177	NA	0.0242	Max	
Endrin	19	19	100%	NA	0.00896	Comp 6 (2 fbg)	0.0858	Comp 9 (0.5 fbg)	0.0444	NA	0.0858	Max	
Methoxychlor	19	1	5%	0.040	0.231	Comp 7 (2 fbg)	0.231	Comp 7 (2 fbg)	0.231	NA	0.231	Max	
Toxaphene	18	18	100%	0.120	0.218	Comp 6 (2 fbg)	2.51	Comp 9 (0.5 fbg)	1.49	NA	2.51	Max	

Abbreviations:

-- = not applicable
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
NQ = Not Quantified, as the maximum concentration of arsenic is below representative background levels
Max = Maximum detected value from all samples analyzed

Footnotes:

- ^a Data set used in this evaluation includes duplicate samples.
^b Arithmetic mean calculated from detected values only
^c The 95% upper confidence limit (UCL) was not calculated for the purpose of this analysis.
^d The EPC is the maximum concentration detected in all soil samples (including duplicates).

Table C-2
Summary of Exposure Parameters
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Exposure Parameter	Symbol	Units	Residential Receptor		School Receptors		Construction Worker
			Adult	Child	Adult Staff	Child Student	
Common Exposure Parameters							
Exposure Frequency	EF	days/year	350	350	180	180	250
Exposure Duration	ED	year	20	6	25	9	1
Body Weight	BW	kg	80	15	80	35	80
Averaging Time-Non-cancer	ATnc	days	7,300	2,190	9,125	3,285	365
Averaging Time-Cancer	ATca	days	25,550	25,550	25,550	25,550	25,550
Inhalation							
Exposure Time	ET	hours/day	24	24	8	8	8
Incidental Soil Ingestion							
Ingestion Rate	IngR	mg/day	100	200	100	72	330
Dermal Contact with Soil							
Skin Surface Area	SA	cm ²	6032	2900	6032	2900	6032
Soil-to-Skin Adherence Factor	SAF	mg/cm ² -day	0.07	0.2	0.2	0.2	0.8

Abbreviations:

cm² = centimeter squared
kg = kilograms
mg/cm²-day= milligrams per centimeter squared per day
mg/day= milligrams per day

References

Common Exposure Parameters

Exposure frequency from DTSC, 2014
Exposure durations from DTSC, 2014
Body weight from DTSC, 2014
Body weight for child students represents the average body weight between the ages of 5 and 13
Averaging time for noncarcinogens equals exposure duration (years) x 365 days per year (DTSC, 2014)
Averaging time for carcinogens equal 365 days/year x 70 years (DTSC, 2014)

Inhalation

Exposure time:
Residential assumes a full day (24-hour) exposure (USEPA, 2009) for both indoor and ambient exposure scenarios
Site workers, Students, and construction workers assumed to have an eight hour work day (DTSC, 2014)

Incidental Ingestion of Soil

Soil ingestion rates for residential and construction receptors from DTSC, 2014
Soil ingestion rates for students based on ingestion rate and fraction of time spent at school (OEHHA, 2004)

Dermal Contact with Soil

Skin surface area from DTSC, 2014
Soil-to-Skin adherence factor from DTSC, 2014

Department of Toxic Substances Control (DTSC), 2014, Recommended DTSC Default Exposure Factors for Use in Risk Assessment at California Hazardous Waste Sites and Permitted Facilities, Office of Human and Ecological Risk (HERO), HERO Human Health Risk Assessment (HHRA)
Note Number: 1, Issue Date: September 30, 2014

Office of Environmental Health Hazard Assessment (OEHHA), Integrated Risk Assessment Section, Guidance for Assessing Exposures and Health Risks at Existing and Proposed School Sites. Final Report. February.

United States Environmental Protection Agency (USEPA), 2009, Risk Assessment Guidance for Superfund, Volume I: Human Health Evaluation Manual (Part F, Supplemental Guidance for Inhalation Risk Assessment), Final: Office of Superfund Remediation and Technology Innovation, Washington, D.C.

**Table C-3
Summary of Constituent Toxicity Criteria
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California**

Constituent	Carcinogenic Endpoints									Chronic Noncarcinogenic Endpoints						
	Oral			Dermal ^c		Inhalation				Oral		Dermal ^c		Inhalation		
	Slope Factor (SFo) (mg/kg-day) ⁻¹	Source ^a	Weight-of-evidence ^b	Dermal Adjustment Factor (ABS _{GI})	Slope Factor (SFd) (mg/kg-day) ⁻¹	Unit Risk Factor (URF) (µg/m ³) ⁻¹	Slope Factor (SFI) (mg/kg-day) ⁻¹	Source ^a	Weight-of-evidence ^b	Reference Dose (RfDo) (mg/kg-day)	Source ^a	Dermal Adjustment Factor (ABS _{GI})	Reference Dose (RfDd) (mg/kg-day)	Reference Concentration (RFC) (µg/m ³)	Reference Dose (RfDi) (mg/kg-day)	Source ^a
Organochlorine Pesticides																
4,4'-DDD (DDD)	2.4E-01	IRIS	B2	1	2.40E-01	6.9E-05	2.4E-01	IRIS	B2	NA	NA	NA	NA	NA	NA	NA
4,4'-DDE (DDE)	3.4E-01	IRIS	B2	1	3.40E-01	9.7E-05	3.4E-01	IRIS	B2	NA	NA	NA	NA	NA	NA	NA
4,4'-DDT (DDT)	3.4E-01	IRIS	B2	1	3.40E-01	9.7E-05	3.4E-01	IRIS	B2	5.0E-04	IRIS	1	5.00E-04	4.00E-01	5.0E-04	EXTR
alpha Chlordane	1.3E+00	OEHHA	B2	1	1.30E+00	3.4E-04	1.2E+00	OEHHA	B2	3.3E-05	OEHHA _{ch}	1	3.30E-05	7.00E-01	2.0E-04	IRIS
gamma Chlordane	1.3E+00	OEHHA	B2	1	1.30E+00	3.4E-04	1.2E+00	OEHHA	B2	3.3E-05	OEHHA _{ch}	1	3.30E-05	7.00E-01	2.0E-04	IRIS
Dieldrin	1.6E+01	IRIS	B2	1	1.60E+01	4.6E-03	1.6E+01	IRIS	B2	5.0E-05	IRIS	1	5.00E-05	NA	NA	NA
Endrin	NA	NA	D	NA	NA	NA	NA	NA	D	3.0E-04	IRIS	1	3.00E-04	2.00E-01	3.0E-04	EXTR
Methoxychlor	NA	NA	D	NA	NA	NA	NA	NA	D	2.0E-05	OEHHA _{ch}	1	2.00E-05	1.00E-02	2.0E-05	EXTR
Toxaphene	1.2E+00	OEHHA	B2	1	1.20E+00	3.4E-04	1.2E+00	OEHHA	B2	NA	NA	NA	NA	NA	NA	NA

Abbreviations:

-- = Not applicable
 mg/kg-day = milligrams per kilograms-day
 NA = Not Applicable or Not Available
 µg/m³ = micrograms per cubic meter

Footnotes:

^a Sources for the toxicity criteria include the following:
 ATSDR = Agency for Toxic Substances Disease Registry, from United States Environmental Protection Agency (USEPA) May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
 HEAST = Health Effects Assessment Summary Tables (HEAST), from USEPA May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
 IRIS = Integrated Risk Information System (IRIS) Data Base, USEPA accessed January 2017
 NJDEP = New Jersey Department of Environmental Protection, from USEPA May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
 OEHHA = Office of Environmental Health Hazard Assessment (OEHHA), OEHHA accessed January 2017, Toxicity Criteria Database.
 OEHHA_{ch} = Child-Specific RfD from Office of Environmental Health Hazard Assessment (OEHHA, 2005), as referenced in OEHHA Toxicity Criteria Database, accessed January 2017
 PPRTV = Provisional Peer Reviewed Toxicity Values, from USEPA May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
 RSLs = Regional Screening Levels, from USEPA May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
 EXTR = Inhalation RfD extrapolated from Oral RfD and Converted to Child RfC by multiplying by 15 kg and dividing by 20 m³/day

^b Weight-of-Evidence (Guidelines for Carcinogen Risk Assessment, Final, EPA/630/R-03/001F, March 2005.)
 A = Known human carcinogen
 B1 = Probable human carcinogen - based on limited evidence of carcinogenicity in humans (or Group 2A per IARC classification)
 B2 = Likely to be carcinogenic to humans based on strong evidence of carcinogenicity in animals and inconclusive evidence of carcinogenicity in an exposed human population
 C = Possible human carcinogen
 D = Inadequate evidence to assess carcinogenic potential
 ID = Inadequate information to assess carcinogenic potential according to the Draft U.S. EPA 1999 or the Final 2005 Guidelines for Carcinogen Risk Assessment
 Oral Reference Doses for Chordane and Methoxychlor are based on child-specific values (OEHHA, 2005)

^c The dermal slope factors and reference doses were calculated using the following equations:
 $SF_d = SF_o \times 1/ABS_{GI}$
 $RfD_d = RfD_o \times ABS_{GI}$

Table C-4
Calculation of Particulate Emission Factor for Fugitive Dust
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Factors	Symbols	Units	Values	References
Respirable Fraction	RF	g/m ² -hr	0.036	Default (EPA, 1991b)
Fraction of Vegetation Cover	V	unitless	0.5	Default (EPA, 1991b)
Mean Annual Wind Speed	U _m	m/s	4.69	Default (EPA, 1996)
Threshold Wind Speed	U _t	m/s	11.32	Default (EPA, 1996)
Function Specific to Model	F _x	unitless	1.94E-01	Default (Cowherd, 1985; EPA, 1996)
Total Dust Flux (<10 U _m)	E	g/m ² -hr	2.5E-04	Calculated
Area of Impacted Soil Exposed ^a	A	m ²	2.03E+03	Default (0.5 Acre)
Wind speed in mixing zone	WS	m/s	2.25E+00	Default (EPA, 1991b)
Length of Soil Perpendicular to Wind Direction	LS	m	45	Site Specific (estimated)
Mixing Height	MH	m	2	Default (EPA, 1991b)
Default Particulate Emission Factor (DTSC)	PEF	m ³ /kg	1.00E+06	Default

Equations
<p>Total Dust Flux (<10 U_m)</p> $E = RF \times (1-V) \times (U_m/U_t)^3 \times F_x$

Abbreviations:

g/kg = grams per kilogram
g/m²-hr = grams per meter squared per hour
m = meter
m/s = meters per second
m² = meter squared
m³/kg = cubic meter per kilogram

Footnotes:

^a Area of impacted soil is set equal to default area of 0.5 acres.

References:

Cowherd, C., G. Muleski, P. Engelhart, and D. Gillette. 1985. Rapid Assessment of Exposure to Particulate Emissions from Surface Contamination. EPA/600/8-85/002. NTIS PB85-192219. Office of Health and Environmental Assessment, United States Environmental Protection Agency, Washington, DC.

Department of Toxic Substances Control, HERO HHRA Note Number 1, http://www.dtwc.ca.gov/AssessingRisk/upload/HHRA_Note_1-2.pdf

United States Environmental Protection Agency (USEPA), 1991b, Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual (Part B, Development of Risk-Based Preliminary Remediation Goals. Publication 9285.7-01B. December).

USEPA, 1996, Soil Screening Guidance: Technical Background Document. EPA/540/R95/128. May.

**Table C-5
Incidental Ingestion of Soil - Residential Receptor
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California**

Constituents	Exposure Point Concentration (EPC) in Soil ^a	Average Daily Dose ^b	Oral Chronic Reference Dose ^c	Hazard Quotient ^b	Lifetime Daily Dose	Oral Slope Factor ^c	Incremental Cancer Risk
	Cs	ADD	RfDo	HQ	LDD	SFo	CR
	(mg/kg)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	5.9E-07	NA	NA	6.6E-08	2.4E-01	1.6E-08
4,4'-DDE (DDE)	0.646	8.3E-06	NA	NA	9.3E-07	3.4E-01	3.2E-07
4,4'-DDT (DDT)	0.358	4.6E-06	5.0E-04	9.2E-03	5.1E-07	3.4E-01	1.8E-07
alpha Chlordane	0.00901	1.2E-07	3.3E-05	3.5E-03	1.3E-08	1.3E+00	1.7E-08
gamma Chlordane	0.0115	1.5E-07	3.3E-05	4.5E-03	1.7E-08	1.3E+00	2.2E-08
Dieldrin	0.0242	3.1E-07	5.0E-05	6.2E-03	3.5E-08	1.6E+01	5.6E-07
Endrin	0.0858	1.1E-06	3.0E-04	3.7E-03	1.2E-07	NA	NA
Methoxychlor	0.231	3.0E-06	2.0E-05	1.5E-01	3.3E-07	NA	NA
Toxaphene	2.51	3.2E-05	NA	NA	3.6E-06	1.2E+00	4.3E-06
Total Noncancer Hazard Index ^d =				0.17	Total Lifetime Cancer Risk ^d =		5.4E-06

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = AADD / RfDo$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times IngF \times EF \times FI \times CF_{kg/mg}) / AT_c$	$CR = LADD \times SFo$
Ingestion Rate Factor (IngF)	
$IngF = ([ED_c \times IngR_c] / BW_c) + ([ED_a \times IngR_a] / BW_a)$	

Abbreviations:

kg = kilograms
 kg/mg = kilograms per milligram
 mg/day = milligrams per day
 mg/kg = milligrams per kilogram
 mg/kg-d = milligrams per kilogram per day
 mg-yr/kg-day = milligrams-year per kilogram-day
 NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Fraction Ingested from Source	FI	1	unitless
Ingestion Rate	IngR	Table C-2	mg/day

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b The ADD was calculated for a child residential receptor, since the child represents the most sensitive residential receptor.

^c From Table C-3.

^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-6
Dermal Contact with Soil - Residential Receptor
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Dermal Absorption Fraction from Soil ^b	Average Daily Dose ^c	Dermal Chronic Reference Dose ^d	Hazard Quotient ^c	Lifetime Daily Dose	Oral Slope Factor ^d	Incremental Cancer Risk ^e
	Cs	ABS _d	ADD	RfDd	HQ	LDD	SFo	CR
	(mg/kg)	(unitless)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides								
4,4'-DDD (DDD)	0.0461	0.05	8.5E-08	NA	NA	1.1E-08	2.4E-01	2.6E-09
4,4'-DDE (DDE)	0.646	0.05	1.2E-06	NA	NA	1.5E-07	3.4E-01	5.1E-08
4,4'-DDT (DDT)	0.358	0.05	6.6E-07	5.0E-04	1.3E-03	8.3E-08	3.4E-01	2.8E-08
alpha Chlordane	0.00901	0.05	1.7E-08	3.3E-05	5.1E-04	2.1E-09	1.3E+00	2.7E-09
gamma Chlordane	0.0115	0.05	2.1E-08	3.3E-05	6.5E-04	2.7E-09	1.3E+00	3.5E-09
Dieldrin	0.0242	0.05	4.5E-08	5.0E-05	9.0E-04	5.6E-09	1.6E+01	9.0E-08
Endrin	0.0858	0.05	1.6E-07	3.0E-04	5.3E-04	2.0E-08	NA	NA
Methoxychlor	0.231	0.05	4.3E-07	2.0E-05	2.1E-02	5.3E-08	NA	NA
Toxaphene	2.51	0.05	4.7E-06	NA	NA	5.8E-07	1.2E+00	7.0E-07
Total Noncancer Hazard Index ^e =					0.025	Total Lifetime Cancer Risk ^e =		8.7E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times SA \times SAF \times ABS_d \times EF \times ED \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = ADD / RfDd$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times DF \times ABS_d \times EF \times CF_{kg/mg}) / AT_c$	$CR = LDD \times SFd$
Dermal Factor (DF)	
$DF = ([ED_c \times SA_c \times SAF_c] / BW_c) + ([ED_a \times SA_a \times SAF_a] / BW_a)$	

Abbreviations:

cm² = centimeter squared
kg = kilograms
kg/mg = kilograms per milligram
mg/cm²-d = milligrams per centimeter squared per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
mg-yr/kg-day = milligrams-year per kilogram-day
NA = Not Applicable or Not Available

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil
^b Dermal Exposure from DTSC, 2015, Department of Toxic Substances Control, Preliminary Endangerment Assessment Guidance Manual, Table 1: Screening Level Dermal Absorption Fractions from Soil. January 1994 (Revised October 2015).
^c The ADD was calculated for a child residential receptor, since the child represents the most sensitive residential receptor.
^d From Table C-3.
^e The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Dermal Factor	DF	338	mg-yr/kg-day
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Soil-to-Skin Adherence Factor	SAF	Table C-2	mg/cm ² -d
Surface Area	SA	Table C-2	cm ²

Table C-7
Inhalation of Fugitive Dust - Residential Receptor
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Averaged Air Concentration ^b	Inhalation Chronic Reference Concentration ^c	Hazard Quotient ^b	Lifetime Air Concentration	Inhalation Unit Risk Factor ^c	Incremental Cancer Risk
	Cs	AAC	RfC	HQ	LAC	IUR	CR
	(mg/kg)	(µg/m ³)	(µg/m ³)	(unitless)	(µg/m ³)	(µg/m ³) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	4.4E-05	NA	NA	1.6E-05	6.9E-05	1.1E-09
4,4'-DDE (DDE)	0.646	6.2E-04	NA	NA	2.3E-04	9.7E-05	2.2E-08
4,4'-DDT (DDT)	0.358	3.4E-04	4.0E-01	8.6E-04	1.3E-04	9.7E-05	1.2E-08
alpha Chlordane	0.00901	8.6E-06	7.0E-01	1.2E-05	3.2E-06	3.4E-04	1.1E-09
gamma Chlordane	0.0115	1.1E-05	7.0E-01	1.6E-05	4.1E-06	3.4E-04	1.4E-09
Dieldrin	0.0242	2.3E-05	NA	NA	8.6E-06	4.6E-03	4.0E-08
Endrin	0.0858	8.2E-05	2.0E-01	4.1E-04	3.1E-05	NA	NA
Methoxychlor	0.231	2.2E-04	1.0E-02	2.2E-02	8.2E-05	NA	NA
Toxaphene	2.51	2.4E-03	NA	NA	8.9E-04	3.4E-04	3.0E-07
Total Noncancer Hazard Index ^d =				2.E-02	Total Lifetime Cancer Risk ^d =		3.8E-07

Equations	
Noncancer	
Averaged Air Concentration (AAC) AAC = ((Cs/PEF) x ET x EF x ED x CF _{µg/mg}) / (AT _{nc} x CF _{hr/d})	Hazard Quotient (HQ) HQ = AAC / RfC
Cancer	
Lifetime Air Concentration (LAC) LAC = ((Cs/PEF) x ET x EF x EDF x CF _{µg/mg}) / (AT _c x CF _{hr/d})	Excess Cancer Risk (CR) CR = LAC x IUR
Exposure Duration Factor (EDF) EDF = (ED _c + ED _a)	

Abbreviations:

kg = kilograms
m³/kg = cubic meter per kilogram
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
µg/m³ = micrograms per cubic meter
µg/mg = micrograms per milligrams

Footnotes:

- ^a From Table C-1, maximum concentration of constituent detected in soil
^b The AAC was calculated for a child residential receptor, since the child represents the most sensitive residential receptor.
^c From Table C-3.
^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{hr/d}	24	hours/day
Conversion Factor	CF _{µg/mg}	1000	µg/mg
Exposure Duration	ED	Table C-2	years
Exposure Duration Factor	EDF	26	years
Exposure Frequency	EF	Table C-2	days/year
Exposure Time	ET	Table C-2	hours/day
Particulate Emission Factor	PEF	Table C-4	m ³ /kg

**Table C-8
Incidental Ingestion of Soil - Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California**

Constituents	Exposure Point Concentration in Soil ^a	Average Daily Dose	Oral Chronic Reference Dose ^b	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^b	Incremental Cancer Risk
	Cs	ADD	RfDo	HQ	LDD	SFo	CR
	(mg/kg)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	2.8E-08	NA	NA	1.0E-08	2.4E-01	2.4E-09
4,4'-DDE (DDE)	0.646	4.0E-07	NA	NA	1.4E-07	3.4E-01	4.8E-08
4,4'-DDT (DDT)	0.358	2.2E-07	5.0E-04	4.4E-04	7.9E-08	3.4E-01	2.7E-08
alpha Chlordane	0.00901	5.6E-09	3.3E-05	1.7E-04	2.0E-09	1.3E+00	2.6E-09
gamma Chlordane	0.0115	7.1E-09	3.3E-05	2.1E-04	2.5E-09	1.3E+00	3.3E-09
Dieldrin	0.0242	1.5E-08	5.0E-05	3.0E-04	5.3E-09	1.6E+01	8.5E-08
Endrin	0.0858	5.3E-08	3.0E-04	1.8E-04	1.9E-08	NA	NA
Methoxychlor	0.231	1.4E-07	2.0E-05	7.1E-03	5.1E-08	NA	NA
Toxaphene	2.51	1.5E-06	NA	NA	5.5E-07	1.2E+00	6.6E-07
Total Noncancer Hazard Index ^c =				0.008	Total Lifetime Cancer Risk ^c =		8.3E-07

Equations	
Noncancer Average Daily Dose (ADD) $ADD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_{nc} \times BW)$	Hazard Quotient (HQ) $HQ = AADD / RfDo$
Cancer Lifetime Daily Dose (LDD) $LDD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_c \times BW)$	Excess Cancer Risk (CR) $CR = LADD \times SFo$

Abbreviations:

kg = kilograms
 kg/mg = kilograms per milligram
 mg/day = milligrams per day
 mg/kg = milligrams per kilogram
 mg/kg-d = milligrams per kilogram per day
 NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Fraction Ingested from Source	FI	1	unitless
Ingestion Rate	IngR	Table C-2	mg/day

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-6.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-9
Dermal Contact with Soil - Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Dermal Absorption Fraction from Soil ^b	Average Daily Dose	Dermal Chronic Reference Dose ^c	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^c	Incremental Cancer Risk
	Cs	ABS _d	ADD	RfDd	HQ	LDD	SFo	CR
	(mg/kg)	(unitless)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides								
4,4'-DDD (DDD)	0.0461	0.05	1.7E-08	NA	NA	6.1E-09	2.4E-01	1.5E-09
4,4'-DDE (DDE)	0.646	0.05	2.4E-07	NA	NA	8.6E-08	3.4E-01	2.9E-08
4,4'-DDT (DDT)	0.358	0.05	1.3E-07	5.0E-04	2.7E-04	4.8E-08	3.4E-01	1.6E-08
alpha Chlordane	0.00901	0.05	3.4E-09	3.3E-05	1.0E-04	1.2E-09	1.3E+00	1.6E-09
gamma Chlordane	0.0115	0.05	4.3E-09	3.3E-05	1.3E-04	1.5E-09	1.3E+00	2.0E-09
Dieldrin	0.0242	0.05	9.0E-09	5.0E-05	1.8E-04	3.2E-09	1.6E+01	5.1E-08
Endrin	0.0858	0.05	3.2E-08	3.0E-04	1.1E-04	1.1E-08	NA	NA
Methoxychlor	0.231	0.05	8.6E-08	2.0E-05	4.3E-03	3.1E-08	NA	NA
Toxaphene	2.51	0.05	9.3E-07	NA	NA	3.3E-07	1.2E+00	4.0E-07
Total Noncancer Hazard Index ^d =					0.005	Total Lifetime Cancer Risk ^d =		5.0E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times SA \times SAF \times ABS_d \times EF \times ED \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = ADD / RfDd$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times ED \times SA \times SAF \times ABS_d \times EF \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFd$

Abbreviations:

cm² = centimeter squared
kg = kilograms
kg/mg = kilograms per milligram
mg/cm²-d = milligrams per centimeter squared per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Soil-to-Skin Adherence Factor	SAF	Table C-2	mg/cm ² -d
Surface Area	SA	Table C-2	cm ²

Footnotes:

- ^a From Table C-1, maximum concentration of constituent detected in soil
^b Dermal Exposure from DTSC, 2015, Department of Toxic Substances Control, Preliminary Endangerment Assessment Guidance Manual, Table 1: Screening Level Dermal Absorption Fractions from Soil. January 1994 (Revised October 2015).
^c From Table C-3.
^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-10
Inhalation of Fugitive Dust - Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Averaged Air Concentration	Inhalation Chronic Reference Concentration ^b	Hazard Quotient	Lifetime Air Concentration	Inhalation Unit Risk Factor ^b	Incremental Cancer Risk
	Cs	AAC	RfC	HQ	LAC	IUR	CR
	(mg/kg)	($\mu\text{g}/\text{m}^3$)	($\mu\text{g}/\text{m}^3$)	(unitless)	($\mu\text{g}/\text{m}^3$)	($\mu\text{g}/\text{m}^3$) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	7.6E-06	NA	NA	2.7E-06	6.9E-05	1.9E-10
4,4'-DDE (DDE)	0.646	1.1E-04	NA	NA	3.8E-05	9.7E-05	3.7E-09
4,4'-DDT (DDT)	0.358	5.9E-05	4.0E-01	1.5E-04	2.1E-05	9.7E-05	2.0E-09
alpha Chlordane	0.00901	1.5E-06	7.0E-01	2.1E-06	5.3E-07	3.4E-04	1.8E-10
gamma Chlordane	0.0115	1.9E-06	7.0E-01	2.7E-06	6.8E-07	3.4E-04	2.3E-10
Dieldrin	0.0242	4.0E-06	NA	NA	1.4E-06	4.6E-03	6.5E-09
Endrin	0.0858	1.4E-05	2.0E-01	7.1E-05	5.0E-06	NA	NA
Methoxychlor	0.231	3.8E-05	1.0E-02	3.8E-03	1.4E-05	NA	NA
Toxaphene	2.51	4.1E-04	NA	NA	1.5E-04	3.4E-04	5.0E-08
Total Noncancer Hazard Index ^c =				4.E-03	Total Lifetime Cancer Risk ^c =		6.E-08

Equations	
Noncancer	
Annual Air Concentration (AAC)	Hazard Quotient (HQ)
$\text{AAC} = ((\text{Cs}/\text{PEF}) \times \text{ET} \times \text{EF} \times \text{ED} \times \text{CF}_{\mu\text{g}/\text{mg}}) / (\text{AT}_{\text{nc}} \times \text{CF}_{\text{hr}/\text{d}})$	$\text{HQ} = \text{AAC} / \text{RfC}$
Cancer	
Lifetime Air Concentration (LAC)	Excess Cancer Risk (CR)
$\text{LAC} = ((\text{Cs}/\text{PEF}) \times \text{ET} \times \text{EF} \times \text{ED} \times \text{CF}_{\mu\text{g}/\text{mg}}) / (\text{AT}_{\text{c}} \times \text{CF}_{\text{hr}/\text{d}})$	$\text{CR} = \text{LAC} \times \text{IUR}$

Abbreviations:

kg = kilograms
 m^3/kg = cubic meter per kilogram
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
 $\mu\text{g}/\text{m}^3$ = micrograms per cubic meter
 $\mu\text{g}/\text{mg}$ = micrograms per milligrams

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-3.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT_{c}	Table C-2	days
Averaging Time - Noncancer	AT_{nc}	Table C-2	days
Conversion Factor	$\text{CF}_{\text{hr}/\text{d}}$	24	hours/day
Conversion Factor	$\text{CF}_{\mu\text{g}/\text{mg}}$	1000	$\mu\text{g}/\text{mg}$
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Exposure Time	ET	Table C-2	hours/day
Particulate Emission Factor	PEF	Table C-4	m^3/kg

Table C-11
Incidental Ingestion of Soil - Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Average Daily Dose	Oral Chronic Reference Dose ^b	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^b	Incremental Cancer Risk
	Cs	ADD	RfDo	HQ	LDD	SFo	CR
	(mg/kg)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	4.7E-08	NA	NA	6.0E-09	2.4E-01	1.4E-09
4,4'-DDE (DDE)	0.646	6.6E-07	NA	NA	8.4E-08	3.4E-01	2.9E-08
4,4'-DDT (DDT)	0.358	3.6E-07	5.0E-04	7.3E-04	4.7E-08	3.4E-01	1.6E-08
alpha Chlordane	0.00901	9.1E-09	3.3E-05	2.8E-04	1.2E-09	1.3E+00	1.5E-09
gamma Chlordane	0.0115	1.2E-08	3.3E-05	3.5E-04	1.5E-09	1.3E+00	1.9E-09
Dieldrin	0.0242	2.5E-08	5.0E-05	4.9E-04	3.2E-09	1.6E+01	5.1E-08
Endrin	0.0858	8.7E-08	3.0E-04	2.9E-04	1.1E-08	NA	NA
Methoxychlor	0.231	2.3E-07	2.0E-05	1.2E-02	3.0E-08	NA	NA
Toxaphene	2.51	2.5E-06	NA	NA	3.3E-07	1.2E+00	3.9E-07
Total Noncancer Hazard Index ^c =				0.014	Total Lifetime Cancer Risk ^c =		4.9E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = AADD / RfDo$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFo$

Abbreviations:

kg = kilograms
kg/mg = kilograms per milligram
mg/day = milligrams per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Fraction Ingested from Source	FI	1	unitless
Ingestion Rate	IngR	Table C-2	mg/day

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-6.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-12
Dermal Contact with Soil - Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Dermal Absorption Fraction from Soil ^b	Average Daily Dose	Dermal Chronic Reference Dose ^c	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^c	Incremental Cancer Risk
	Cs	ABS _d	ADD	RfDd	HQ	LDD	SFo	CR
	(mg/kg)	(unitless)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides								
4,4'-DDD (DDD)	0.0461	0.05	1.9E-08	NA	NA	2.4E-09	2.4E-01	5.8E-10
4,4'-DDE (DDE)	0.646	0.05	2.6E-07	NA	NA	3.4E-08	3.4E-01	1.2E-08
4,4'-DDT (DDT)	0.358	0.05	1.5E-07	5.0E-04	2.9E-04	1.9E-08	3.4E-01	6.4E-09
alpha Chlordane	0.00901	0.05	3.7E-09	3.3E-05	1.1E-04	4.7E-10	1.3E+00	6.2E-10
gamma Chlordane	0.0115	0.05	4.7E-09	3.3E-05	1.4E-04	6.0E-10	1.3E+00	7.9E-10
Dieldrin	0.0242	0.05	9.9E-09	5.0E-05	2.0E-04	1.3E-09	1.6E+01	2.0E-08
Endrin	0.0858	0.05	3.5E-08	3.0E-04	1.2E-04	4.5E-09	NA	NA
Methoxychlor	0.231	0.05	9.4E-08	2.0E-05	4.7E-03	1.2E-08	NA	NA
Toxaphene	2.51	0.05	1.0E-06	NA	NA	1.3E-07	1.2E+00	1.6E-07
Total Noncancer Hazard Index ^d =					0.006	Total Lifetime Cancer Risk ^d =		2.0E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times SA \times SAF \times ABS_d \times EF \times ED \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = ADD / RfDd$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times ED \times SA \times SAF \times ABS_d \times EF \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFd$

Abbreviations:

cm² = centimeter squared
kg = kilograms
kg/mg = kilograms per milligram
mg/cm²-d = milligrams per centimeter squared per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Soil-to-Skin Adherence Factor	SAF	Table C-2	mg/cm ² -d
Surface Area	SA	Table C-2	cm ²

Footnotes:

- ^a From Table C-1, maximum concentration of constituent detected in soil
^b Dermal Exposure from DTSC, 2015, Department of Toxic Substances Control, Preliminary Endangerment Assessment Guidance Manual, Table 1: Screening Level Dermal Absorption Fractions from Soil. January 1994 (Revised October 2015).
^c From Table C-3.
^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-13
Inhalation of Fugitive Dust - Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Averaged Air Concentration	Inhalation Chronic Reference Concentration ^b	Hazard Quotient	Lifetime Air Concentration	Inhalation Unit Risk Factor ^b	Incremental Cancer Risk
	Cs	AAC	RfC	HQ	LAC	IUR	CR
	(mg/kg)	($\mu\text{g}/\text{m}^3$)	($\mu\text{g}/\text{m}^3$)	(unitless)	($\mu\text{g}/\text{m}^3$)	($\mu\text{g}/\text{m}^3$) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	7.6E-06	NA	NA	2.7E-06	6.9E-05	1.9E-10
4,4'-DDE (DDE)	0.646	1.1E-04	NA	NA	3.8E-05	9.7E-05	3.7E-09
4,4'-DDT (DDT)	0.358	5.9E-05	4.0E-01	1.5E-04	2.1E-05	9.7E-05	2.0E-09
alpha Chlordane	0.00901	1.5E-06	7.0E-01	2.1E-06	5.3E-07	3.4E-04	1.8E-10
gamma Chlordane	0.0115	1.9E-06	7.0E-01	2.7E-06	6.8E-07	3.4E-04	2.3E-10
Dieldrin	0.0242	4.0E-06	NA	NA	1.4E-06	4.6E-03	6.5E-09
Endrin	0.0858	1.4E-05	2.0E-01	7.1E-05	5.0E-06	NA	NA
Methoxychlor	0.231	3.8E-05	1.0E-02	3.8E-03	1.4E-05	NA	NA
Toxaphene	2.51	4.1E-04	NA	NA	1.5E-04	3.4E-04	5.0E-08
Total Noncancer Hazard Index ^c =				4.E-03	Total Lifetime Cancer Risk ^c =		6.E-08

Equations	
Noncancer	
Annual Air Concentration (AAC)	Hazard Quotient (HQ)
$\text{AAC} = ((\text{Cs}/\text{PEF}) \times \text{ET} \times \text{EF} \times \text{ED} \times \text{CF}_{\mu\text{g}/\text{mg}}) / (\text{AT}_{\text{nc}} \times \text{CF}_{\text{hr}/\text{d}})$	$\text{HQ} = \text{AAC} / \text{RfC}$
Cancer	
Lifetime Air Concentration (LAC)	Excess Cancer Risk (CR)
$\text{LAC} = ((\text{Cs}/\text{PEF}) \times \text{ET} \times \text{EF} \times \text{ED} \times \text{CF}_{\mu\text{g}/\text{mg}}) / (\text{AT}_{\text{c}} \times \text{CF}_{\text{hr}/\text{d}})$	$\text{CR} = \text{LAC} \times \text{IUR}$

Abbreviations:

kg = kilograms
 m^3/kg = cubic meter per kilogram
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
 $\mu\text{g}/\text{m}^3$ = micrograms per cubic meter
 $\mu\text{g}/\text{mg}$ = micrograms per milligrams

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-3.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT_{c}	Table C-2	days
Averaging Time - Noncancer	AT_{nc}	Table C-2	days
Conversion Factor	$\text{CF}_{\text{hr}/\text{d}}$	24	hours/day
Conversion Factor	$\text{CF}_{\mu\text{g}/\text{mg}}$	1000	$\mu\text{g}/\text{mg}$
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Exposure Time	ET	Table C-2	hours/day
Particulate Emission Factor	PEF	Table C-4	m^3/kg

Table C-14
Incidental Ingestion of Soil - Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Average Daily Dose	Oral Chronic Reference Dose ^b	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^b	Incremental Cancer Risk
	Cs	ADD	RfDo	HQ	LDD	SFo	CR
	(mg/kg)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	1.3E-07	NA	NA	1.9E-09	2.4E-01	4.5E-10
4,4'-DDE (DDE)	0.646	1.8E-06	NA	NA	2.6E-08	3.4E-01	8.9E-09
4,4'-DDT (DDT)	0.358	1.0E-06	5.0E-04	2.0E-03	1.4E-08	3.4E-01	4.9E-09
alpha Chlordane	0.00901	2.5E-08	3.3E-05	7.7E-04	3.6E-10	1.3E+00	4.7E-10
gamma Chlordane	0.0115	3.2E-08	3.3E-05	9.8E-04	4.6E-10	1.3E+00	6.0E-10
Dieldrin	0.0242	6.8E-08	5.0E-05	1.4E-03	9.8E-10	1.6E+01	1.6E-08
Endrin	0.0858	2.4E-07	3.0E-04	8.1E-04	3.5E-09	NA	NA
Methoxychlor	0.231	6.5E-07	2.0E-05	3.3E-02	9.3E-09	NA	NA
Toxaphene	2.51	7.1E-06	NA	NA	1.0E-07	1.2E+00	1.2E-07
Total Noncancer Hazard Index ^c =				0.039	Total Lifetime Cancer Risk ^c =		1.5E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = AADD / RfDo$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFo$

Abbreviations:

kg = kilograms
kg/mg = kilograms per milligram
mg/day = milligrams per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
NA = Not Applicable or Not Available

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-3.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Fraction Ingested from Source	FI	1	unitless
Ingestion Rate	IngR	Table C-2	mg/day

Table C-15
Dermal Contact with Soil - Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Dermal Absorption Fraction from Soil ^b	Average Daily Dose	Dermal Chronic Reference Dose ^c	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^c	Incremental Cancer Risk
	Cs	ABS _d	ADD	RfDd	HQ	LDD	SFo	CR
	(mg/kg)	(unitless)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides								
4,4'-DDD (DDD)	0.0461	0.05	9.5E-08	NA	NA	1.4E-09	2.4E-01	3.3E-10
4,4'-DDE (DDE)	0.646	0.05	1.3E-06	NA	NA	1.9E-08	3.4E-01	6.5E-09
4,4'-DDT (DDT)	0.358	0.05	7.4E-07	5.0E-04	1.5E-03	1.1E-08	3.4E-01	3.6E-09
alpha Chlordane	0.00901	0.05	1.9E-08	3.3E-05	5.6E-04	2.7E-10	1.3E+00	3.5E-10
gamma Chlordane	0.0115	0.05	2.4E-08	3.3E-05	7.2E-04	3.4E-10	1.3E+00	4.4E-10
Dieldrin	0.0242	0.05	5.0E-08	5.0E-05	1.0E-03	7.1E-10	1.6E+01	1.1E-08
Endrin	0.0858	0.05	1.8E-07	3.0E-04	5.9E-04	2.5E-09	NA	NA
Methoxychlor	0.231	0.05	4.8E-07	2.0E-05	2.4E-02	6.8E-09	NA	NA
Toxaphene	2.51	0.05	5.2E-06	NA	NA	7.4E-08	1.2E+00	8.9E-08
Total Noncancer Hazard Index ^d =					0.028	Total Lifetime Cancer Risk ^d =		1.E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times SA \times SAF \times ABS_d \times EF \times ED \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = AADD / RfDd$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times ED \times SA \times SAF \times ABS_d \times EF \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFd$

Abbreviations:

cm² = centimeter squared
kg = kilograms
kg/mg = kilograms per milligram
mg/cm²-d = milligrams per centimeter squared per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Soil-to-Skin Adherence Factor	SAF	Table C-2	mg/cm ² -d
Surface Area	SA	Table C-2	cm ²

Footnotes:

- ^a From Table C-1, maximum concentration of constituent detected in soil
^b Dermal Exposure from DTSC, 2015, Department of Toxic Substances Control, Preliminary Endangerment Assessment Guidance Manual, Table 1: Screening Level Dermal Absorption Fractions from Soil. January 1994 (Revised October 2015).
^c From Table C-3.
^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-16
Inhalation of Fugitive Dust - Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Averaged Air Concentration	Inhalation Chronic Reference Concentration ^b	Hazard Quotient	Lifetime Air Concentration	Inhalation Unit Risk Factor ^b	Incremental Cancer Risk
	Cs	AAC	RfC	HQ	LAC	IUR	CR
	(mg/kg)	(µg/m ³)	(µg/m ³)	(unitless)	(µg/m ³)	(µg/m ³) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	1.1E-05	NA	NA	1.5E-07	6.9E-05	1.0E-11
4,4'-DDE (DDE)	0.646	1.5E-04	NA	NA	2.1E-06	9.7E-05	2.0E-10
4,4'-DDT (DDT)	0.358	8.2E-05	4.0E-01	2.0E-04	1.2E-06	9.7E-05	1.1E-10
alpha Chlordane	0.00901	2.1E-06	7.0E-01	2.9E-06	2.9E-08	3.4E-04	1.0E-11
gamma Chlordane	0.0115	2.6E-06	7.0E-01	3.8E-06	3.8E-08	3.4E-04	1.3E-11
Dieldrin	0.0242	5.5E-06	NA	NA	7.9E-08	4.6E-03	3.6E-10
Endrin	0.0858	2.0E-05	2.0E-01	9.8E-05	2.8E-07	NA	NA
Methoxychlor	0.231	5.3E-05	1.0E-02	5.3E-03	7.5E-07	NA	NA
Toxaphene	2.51	5.7E-04	NA	NA	8.2E-06	3.4E-04	2.8E-09
Total Noncancer Hazard Index ^c =				6.E-03	Total Lifetime Cancer Risk ^c =		3.5E-09

Equations	
Noncancer	
Averaged Air Concentration (AAC)	Hazard Quotient (HQ)
$AAC = ((Cs/PEF) \times ET \times EF \times ED \times CF_{\mu g/mg}) / (AT_{nc} \times CF_{hr/d})$	$HQ = AAC / RfC$
Cancer	
Lifetime Air Concentration (LAC)	Excess Cancer Risk (CR)
$LAC = ((Cs/PEF) \times ET \times EF \times ED \times CF_{\mu g/mg}) / (AT_c \times CF_{hr/d})$	$CR = LAC \times IUR$

Abbreviations:

kg = kilograms
m³/kg = cubic meter per kilogram
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
µg/m³ = micrograms per cubic meter
µg/mg = micrograms per milligrams

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Conversion Factor	CF _{hr/d}	24	hours/day
Conversion Factor	CF _{µg/mg}	1000	µg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Exposure Time	ET	Table C-2	hours/day
Particulate Emission Factor	PEF	Table C-4	m ³ /kg

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-3.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-17
Summary of Noncancer Hazards for Residential Receptors
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Hazard Index
Organochlorine Pesticides				
4,4'-DDD (DDD)	NA	NA	NA	NA
4,4'-DDE (DDE)	NA	NA	NA	NA
4,4'-DDT (DDT)	9.2E-03	1.3E-03	8.6E-04	0.011
alpha Chlordane	3.5E-03	5.1E-04	1.2E-05	0.0040
gamma Chlordane	4.5E-03	6.5E-04	1.6E-05	0.0051
Dieldrin	6.2E-03	9.0E-04	NA	0.0071
Endrin	3.7E-03	5.3E-04	4.1E-04	0.0046
Methoxychlor	1.5E-01	2.1E-02	2.2E-02	0.19
Toxaphene	NA	NA	NA	NA
Total Noncancer Hazard Index ^[1]	0.17	0.025	2.E-02	0.22
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative Hazard Index based on the sum of all exposure pathways. All hazard indices based on maximum detected concentrations of constituents in soil</p>				

Table C-18
Summary of Cancer Risks for Residential Receptors
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Cancer Risk
Organochlorine Pesticides				
4,4'-DDD (DDD)	1.6E-08	2.6E-09	1.1E-09	2.0E-08
4,4'-DDE (DDE)	3.2E-07	5.1E-08	2.2E-08	3.9E-07
4,4'-DDT (DDT)	1.8E-07	2.8E-08	1.2E-08	2.2E-07
alpha Chlordane	1.7E-08	2.7E-09	1.1E-09	2.1E-08
gamma Chlordane	2.2E-08	3.5E-09	1.4E-09	2.6E-08
Dieldrin	5.6E-07	9.0E-08	4.0E-08	6.9E-07
Endrin	NA	NA	NA	NA
Methoxychlor	NA	NA	NA	NA
Toxaphene	4.3E-06	7.0E-07	3.0E-07	5.3E-06
Total Cancer Risk ^[1]	5.4E-06	8.7E-07	3.8E-07	6.7E-06
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative cancer risk based on the sum of all exposure pathways. All risk estimates based on maximum detected concentrations of constituents in soil</p>				

Table C-19
Summary of Noncancer Hazards for Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Hazard Index
Organochlorine Pesticides				
4,4'-DDD (DDD)	NA	NA	NA	NA
4,4'-DDE (DDE)	NA	NA	NA	NA
4,4'-DDT (DDT)	4.4E-04	2.7E-04	1.5E-04	0.0009
alpha Chlordane	1.7E-04	1.0E-04	2.1E-06	0.00027
gamma Chlordane	2.1E-04	1.3E-04	2.7E-06	0.00035
Dieldrin	3.0E-04	1.8E-04	NA	0.00048
Endrin	1.8E-04	1.1E-04	7.1E-05	0.00035
Methoxychlor	7.1E-03	4.3E-03	3.8E-03	0.015
Toxaphene	NA	NA	NA	NA
Total Noncancer Hazard Index ^[1]	0.008	0.0051	4.E-03	0.018
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative Hazard Index based on the sum of all exposure pathways. All hazard indices based on maximum detected concentrations of constituents in soil</p>				

Table C-20
Summary of Cancer Risks for Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Cancer Risk
Organochlorine Pesticides				
4,4'-DDD (DDD)	2.4E-09	1.5E-09	1.9E-10	4.1E-09
4,4'-DDE (DDE)	4.8E-08	2.9E-08	3.7E-09	8.1E-08
4,4'-DDT (DDT)	2.7E-08	1.6E-08	2.0E-09	4.5E-08
alpha Chlordane	2.6E-09	1.6E-09	1.8E-10	4.3E-09
gamma Chlordane	3.3E-09	2.0E-09	2.3E-10	5.5E-09
Dieldrin	8.5E-08	5.1E-08	6.5E-09	1.4E-07
Endrin	NA	NA	NA	NA
Methoxychlor	NA	NA	NA	NA
Toxaphene	6.6E-07	4.0E-07	5.0E-08	1.1E-06
Total Cancer Risk ^[1]	8.3E-07	5.0E-07	6.3E-08	1.4E-06
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative cancer risk based on the sum of all exposure pathways. All risk estimates based on maximum detected concentrations of constituents in soil</p>				

Table C-21
Summary of Noncancer Hazards for Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Hazard Index
Organochlorine Pesticides				
4,4'-DDD (DDD)	NA	NA	NA	NA
4,4'-DDE (DDE)	NA	NA	NA	NA
4,4'-DDT (DDT)	7.3E-04	2.9E-04	1.5E-04	0.0012
alpha Chlordane	2.8E-04	1.1E-04	2.1E-06	0.00039
gamma Chlordane	3.5E-04	1.4E-04	2.7E-06	0.00050
Dieldrin	4.9E-04	2.0E-04	NA	0.00069
Endrin	2.9E-04	1.2E-04	7.1E-05	0.00048
Methoxychlor	1.2E-02	4.7E-03	3.8E-03	0.020
Toxaphene	NA	NA	NA	NA
Total Noncancer Hazard Index ^[1]	0.014	0.0056	4.E-03	0.023
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative Hazard Index based on the sum of all exposure pathways. All hazard indices based on maximum detected concentrations of constituents in soil</p>				

Table C-22
Summary of Cancer Risks for Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Cancer Risk
Organochlorine Pesticides				
4,4'-DDD (DDD)	1.4E-09	5.8E-10	1.9E-10	2.2E-09
4,4'-DDE (DDE)	2.9E-08	1.2E-08	3.7E-09	4.4E-08
4,4'-DDT (DDT)	1.6E-08	6.4E-09	2.0E-09	2.4E-08
alpha Chlordane	1.5E-09	6.2E-10	1.8E-10	2.3E-09
gamma Chlordane	1.9E-09	7.9E-10	2.3E-10	3.0E-09
Dieldrin	5.1E-08	2.0E-08	6.5E-09	7.7E-08
Endrin	NA	NA	NA	NA
Methoxychlor	NA	NA	NA	NA
Toxaphene	3.9E-07	1.6E-07	5.0E-08	6.0E-07
Total Cancer Risk ^[1]	4.9E-07	2.0E-07	6.3E-08	7.5E-07
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative cancer risk based on the sum of all exposure pathways. All risk estimates based on maximum detected concentrations of constituents in soil</p>				

Table C-23
Summary of Noncancer Hazards for Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Hazard Index
Organochlorine Pesticides				
4,4'-DDD (DDD)	NA	NA	NA	NA
4,4'-DDE (DDE)	NA	NA	NA	NA
4,4'-DDT (DDT)	2.E-03	1.E-03	2.E-04	0.0037
alpha Chlordane	8.E-04	6.E-04	3.E-06	0.0013
gamma Chlordane	1.E-03	7.E-04	4.E-06	0.0017
Dieldrin	1.E-03	1.E-03	NA	0.0024
Endrin	8.E-04	6.E-04	1.E-04	0.0015
Methoxychlor	3.E-02	2.E-02	5.E-03	0.062
Toxaphene	NA	NA	NA	NA
Total Noncancer Hazard Index ^[1]	0.039	0.028	6.E-03	0.072
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative Hazard Index based on the sum of all exposure pathways. All hazard indices based on maximum detected concentrations of constituents in soil</p>				

Table C-24
Summary of Cancer Risks for Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Cancer Risk
Organochlorine Pesticides				
4,4'-DDD (DDD)	4.5E-10	3.3E-10	1.0E-11	7.8E-10
4,4'-DDE (DDE)	8.9E-09	6.5E-09	2.0E-10	1.6E-08
4,4'-DDT (DDT)	4.9E-09	3.6E-09	1.1E-10	8.6E-09
alpha Chlordane	4.7E-10	3.5E-10	1.0E-11	8.3E-10
gamma Chlordane	6.0E-10	4.4E-10	1.3E-11	1.1E-09
Dieldrin	1.6E-08	1.1E-08	3.6E-10	2.7E-08
Endrin	NA	NA	NA	NA
Methoxychlor	NA	NA	NA	NA
Toxaphene	1.2E-07	8.9E-08	2.8E-09	2.1E-07
Total Cancer Risk ^[1]	1.5E-07	1.1E-07	3.5E-09	2.7E-07
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative cancer risk based on the sum of all exposure pathways. All risk estimates based on maximum detected concentrations of constituents in soil</p>				

Table C-25
Summary of Noncancer Hazard Indices and Cancer Risks
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Receptor	Hazard Index ^[1]	Lifetime Incremental Cancer Risk ^[1]
Residential	0.22	6.7E-06
Site Worker	0.018	1.4E-06
Site Student	0.023	7.5E-07
Construction Worker	0.072	2.7E-07
Notes:		
<p>^[1] - Cumulative hazard index and cancer risk based on the sum of all exposure pathways and all COPCs.</p> <p>Cumulative hazard indices and risks based on maximum detected concentrations of constituents in soil.</p>		

APPENDIX D
ECOLOGICAL SCREENING EVALUATION



Rincon Consultants, Inc.

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January 31, 2017
Project No: 17-03734

Greg Buchanan
ATC Group Services, LLC
25 Cupania Circle
Monterey Park, CA, 91755
Via email: greg.buchanan@atcassociates.com

Subject: Ecological Screening Evaluation for the New Elementary and Middle School Project,
Oxnard, Ventura County, California

Dear Mr. Buchanan:

Rincon Consultants, Inc. (Rincon) is pleased to submit this Ecological Screening Evaluation for the New Elementary and Middle School Project (Project) located in Oxnard, Ventura County, California. This evaluation was conducted in response to Department of Toxic Substances Control comments on the Draft Endangerment Assessment Workplan. Ecological exposure pathways for each chemical of potential concern occurring onsite were also evaluated.

Project Description

The project is located at the southeast corner of Doris Avenue and Patterson Road in the City of Oxnard, California (Figure 1). The project site is bordered by Doris Avenue and residential neighborhoods to the north, Patterson Road and agricultural fields to the west, and unnamed dirt roads and agricultural fields to the east and south. The project includes the development of approximately 25 acres of agricultural land (historic and current use) for new elementary and middle schools. The project site is depicted in the Township 1 North and Range 21 West of the U.S. Geological Survey (USGS) Oxnard California 7.5-minute topographic quadrangle.

Literature Review

As part of the Ecological Screening Assessment, and to characterize the existing biological resources onsite and in the immediate vicinity, current and historic aerial photographs, topographic maps, soil survey maps, geologic maps, and climatic data related to the site and vicinity were reviewed.

Rincon conducted a search and review of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Data Base (CNDDDB) and Biogeographic Information and Observation System (BIOS), as well as the USFWS Critical Habitat Portal and National Marine Fisheries Service (NMFS) designated Critical Habitat data, to determine if there were any recorded observations of special status species, habitats, or other special status biological resources within the vicinity of the project site. Other resources reviewed include the California Native Plant Society (CNPS) online Inventory of Rare and Endangered Plants of California, CDFW Special Animals List and Special Vascular Plants, Bryophytes, and Lichens List, and USFWS National Wetlands Inventory online mapper.

ATC Group Service, LLC
New Elementary and Middle School Project



Imagery provided by ESRI and its licensors © 2016.

★ Project Location



Project Location

Figure 1

Biological Survey and Habitat Evaluation

Following the review of existing information, Rincon conducted a reconnaissance-level field survey on January 10, 2017, to identify flora and fauna within the proposed project site and to characterize the habitat present onsite. All biological resources, plant communities and habitat types within and adjacent to the project site, incidental observations of wildlife and botanical species, and other project features were recorded. Particular attention was given to identify the presence, or potential presence, of special status species as well as to identify any surface features that could transport contaminants (pathway assessment).

The identification of potentially suitable habitat for special status species was based on a suitability analysis level only and did not include definitive surveys (e.g., focused protocol-level plant or wildlife surveys) for the presence or absence of any species that may be present. The pathway assessment was based on physical transport of contaminants through any potential surface feature. A formal wetland and/or waters of the U.S. and State delineation(s) was not included as a component of the assessment.

Results

The project site is currently being used to grow cilantro (*Coriandrum sativum*) and was historically used to grow a variety of agricultural crops. Due to the current and historical agricultural land use, native plant and wildlife species occurring onsite are limited, and common species expected to occur in this type of environment were observed. No special status species or suitable habitat for special status species were observed during the survey. The site is not mapped as a wildlife corridor, nursery site, critical habitat, or wetland. Plant species observed onsite include lamb's quarters (*Chenopodium album*), sow thistle (*Sonchus oleraceus*), cheeseweed mallow (*Malva parviflora*), Shepherd's purse (*Capsella bursa-pastoris*), mustard (*Brassica* sp.), common purslane (*Portulaca oleracea*), filaree (*Erodium* sp.), cabbage (*Brassica* sp.), cilantro, nettle species, and non-native grass (*Bromus* sp.). Plant species observed, aside from the cilantro crop, are species that typically become established in disturbed/ruderal environments. These plant species were sparsely located throughout the site and did not contribute to any substantial habitat or biological value. Wildlife observed onsite and adjacent to the site include house finch (*Haemorhous mexicanus*), yellow-rumped warbler (*Setophaga coronata*), Eurasian collared dove (*Streptopelia decaocto*), American crow (*Corvus brachyrhynchos*), black phoebe (*Sayornis nigricans*), and California towhee (*Melospiza crissalis*). Wildlife species occurring onsite, primarily birds, were observed foraging among the cilantro plants and drinking water that originated from field irrigation. Although not observed, reptiles such as the western fence lizard (*Sceloporus occidentalis*) and mammals such as the house mouse (*Mus musculus*) may also occur onsite.

All wildlife species observed onsite are commonly observed in urban and agricultural environments and are highly mobile. Although the site provides somewhat limited foraging habitat for wildlife, it does not provide natural or sensitive wildlife habitat. Wildlife species observed will readily use adjacent lands for foraging, breeding, nesting, etc. Additionally, due to the frequent tilling of the project site for agriculture, no wildlife burrows or burrowing animals were observed. The nearest natural wildlife habitat to the project site occurs approximately 1.75 miles north in the Santa Clara River.

Ecological Pathway Assessment

A complete exposure pathway includes the following elements: source of contaminant, transport media, exposure point, exposure route, and receptor population. Undisturbed natural habitat, perennial surface water bodies, and sensitive riparian habitats do not occur onsite or adjacent to the site. Due to the lack of undisturbed natural habitat, perennial surface water bodies, and sensitive riparian habitat, sensitive

biological resources are not expected to occur. Therefore, a complete exposure pathway, via soil or surface flow, to wildlife and plant species and their habitats does not occur.

Conclusion

As previously mentioned, the project site and adjacent lands were historically used for agriculture and no sensitive biological resources are expected to occur on, or adjacent to, the site, primarily due to lack of undisturbed natural habitat. Therefore, the proposed project is not expected to result in potential contaminant exposure to wildlife, plants, or habitat.

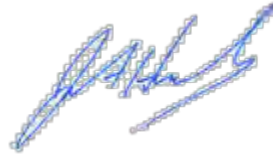
Rincon Consultants, Inc., on behalf of ATC Group Service, LLC, is committed to providing exceptional environmental consulting services for this project. Please contact us if you have any questions or need any additional information.

Sincerely,

Rincon Consultants, Inc.



James Rasico, CISEC
Associate Biologist



John Hindley, PhD
Senior Biologist



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
5796 Corporate Avenue
Cypress, California 90630



Edmund G. Brown Jr.
Governor

March 15, 2017

Ms. Lisa Cline
Deputy Superintendent
Business and Fiscal Services
1051 South A Street
Oxnard, California 93030

REVIEW OF PRELIMINARY ENVIRONMENTAL ASSESSMENT REPORT –
PROPOSED NEW ELEMENTARY AND MIDDLE SCHOOLS, SOUTHEAST CORNER
OF DORIS AVENUE AND PATTERSON ROAD, OXNARD, CALIFORNIA 93030
(SITE CODE: 304663)

Dear Ms. Cline:

The Department of Toxic Substances Control (DTSC) reviewed the Preliminary Endangerment Assessment Report (PEA) prepared by ATC Group Services LLC on behalf of the Oxnard School District (District), dated February 8, 2017 and received on February 15, 2017. The PEA includes site background information, and presents investigation results and conclusions and recommendations based on a risk screening evaluation at the proposed new elementary and middle schools site (Site).

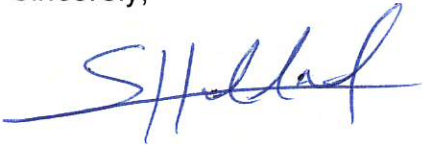
According to the PEA, the proposed 25-acre school site is located at the southeast corner of Doris Avenue and Patterson Road in the City of Oxnard, California. According to the Phase I Environmental Site Assessment, the area was used for agriculture from 1940 to present. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, which received regulatory closure in 1998. A plugged and inactive oil well is located approximately 475 feet south of the Site. The Site is bordered by residential development on the north, and agricultural land on the east, west, and north. To evaluate the impact from residual agricultural chemicals and the off-site oil well, the Site was investigated for organochlorine pesticides and metals in soil, and methane and hydrogen sulfide in soil gas.

DTSC has identified discrepancies in the PEA that do not alter the report conclusions, but should be satisfactorily addressed for accuracy and completeness. DTSC comments on the PEA are enclosed. Please submit a table with responses to the enclosed comments for DTSC review and concurrence by March 24, 2017. The table should restate each comment and provide the associated response.

Ms. Lisa Cline
March 15, 2017
Page 2

If you have any questions regarding this project, please contact Xihong Scarlett Zhai, Project Manager, at (714) 484-5373 or by e-mail at Xihong.Zhai@dtsc.ca.gov, or contact me at (714) 484-5368 or by e-mail at Shahir.Haddad@dtsc.ca.gov.

Sincerely,



Shahir Haddad, P.E.
Supervising Engineer
Brownfields Restoration and School Evaluation Branch
Brownfields and Environmental Restoration Program

kl/xsz/sh

Enclosure

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Brownfields Restoration and School Evaluation Branch Reading File

DTSC COMMENTS
PRELIMINARY ENVIRONMENTAL ASSESSMENT REPORT
PROPOSED ELEMENTARY AND MIDDLE SCHOOLS
SOUTHEAST CORNER OF DORIS AVENUE AND PATTERSON ROAD OXNARD
CALIFORNIA

The following DTSC staff reviewed and provided comments herein to the Draft Preliminary Endangerment Assessment Report (Report). Original comments from the DTSC Engineering/Geology and Human and Ecological Risk Offices (HERO) are available for review in DTSC project files. All questions regarding these comments should be directed to the Project Manager.

Dr. CY Jeng

Staff Toxicologist

DTSC Human and Ecological Risk Office – Cypress

CY.Jeng@dtsc.ca.gov

COMMENTS

1. Page 8, Section 5.4.5 Particulate Emission Factor: The particulate emission factor (PEF) calculation in Section 5.4.5 and Table C-4 is not applicable to construction worker, and a default value of 1×10^6 m³/kg (see HERO HHRA Note Number 1, http://www.dtsc.ca.gov/AssessingRisk/upload/HHRA_Note1-2.pdf) should be used instead.
2. Page 14, Section 5.7 Uncertainty Analysis, 4th bullet: The statement "...data for certain constituents (e.g., select OCPs) included composite, rather than discrete samples" should be clarified as all OCPs were evaluated using the composite sample data.
3. Page 15, Section 8.0 Recommendations: HERO recommends deleting the following statement "...the presence of toxaphene in shallow soil could pose a threat to public health under the unrestricted (i.e., residential) land use scenario..." to state that the lifetime incremental cancer risk estimate for the hypothetical residential receptor exceeds the point of departure of 1×10^{-6} utilized by DTSC.
4. Table 1: The regional screening level of 340 µg/kg for methoxychlor is incorrect, and should be revised to 320,000 µg/kg. For future reference, HERO recommends adjusting the screening levels by dividing the number of sample points (four in this case) when evaluating composite soil sampling results. However, such change is not essential in this report as a human health screening evaluation has been conducted to assess potential health risks.
5. Appendix A: HERO recommends revising the following items in the conceptual site model: (a) the "Air/Soil Vapor" inhalation pathway should be incomplete in accordance with the discussion in Section 5.2.4; and (b) the "Surface Water" dermal contact pathway should be incomplete for consistency with the discussion in Section 5.2.3.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/19/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: 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 1ST Reading _____ 2nd Reading _____

Adoption of Resolution # 16-29 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance With Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Cline)

Current statute authorizes three levels of fees against residential development. The first is the statutory or Level 1 Fee, which cannot currently exceed \$3.48 per square foot of new residential development for a unified school district. The second is the alternative developer fee commonly referred to as the Level II fee, which is the amount of the local share of a new construction or reconstruction project. The Level III fee is the Level II fee plus the other half that would be contributed from state bond monies. Level III can only be assessed if the State is deemed to be out of funds. The provisions for enacting a Level III residential fee have been suspended pursuant to Senate Bill 1016 of 2012. The Level II fee may be assessed if the District complies with at least two of the following minimum requirements outlined in Government Code Section 65995.5 and adopts a School Facilities Needs Analysis per the same code section.

The Oxnard School District has met these requirements as follows:

1. The District retains eligibility for new construction with the State Allocation Board for the School Facilities Program.
2. The portion of the District's teaching stations that are portable classrooms exceeds the required 20% threshold.
3. The District has an indebtedness level in excess of the 15% requirement.

4. Resolution #16-29 adopting alternative developer fees (Level II) on new residential construction is based on the latest School Facilities Needs Analysis that has been developed pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

FISCAL IMPACT

New residential development projects will be assessed a fee of \$3.71 per square foot of assessable space for new residential construction. For the period of one year after the adoption of this Resolution, the Level II fee will supersede any Level I residential developer fees that may have been adopted. This Resolution does not affect the Level I commercial fees.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services that the Board of Trustees Approve Resolution #16-29 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

ADDITIONAL MATERIAL

Attached: Resolution #16-29 (10 pages)
Oxnard School District 2017 School Facilities Needs Analysis (71 pages)

RESOLUTION NO. 16-29

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS, ADOPTING ALTERNATIVE SCHOOL FACILITIES FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 65995.5, 65995.6 AND 65995.7 AND SECTION 17620 OF THE EDUCATION CODE AND MAKING RELATED FINDINGS AND DETERMINATIONS.

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("District") provides for the educational needs for Grade K-8 students within the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities"), and portions of unincorporated areas of the County of Ventura ("County"); and

WHEREAS, the Board of the District has previously adopted and the District has imposed statutory school facility fees ("Statutory School Facility Fees" or "Level 1 Fees") pursuant to Education Code Section 17620 and Government Code Section 65995(b)(1) and (b)(2), and alternative school fee amounts pursuant to Government Code Sections 65995.5 ("Level 2 Fees") and 65995.7 ("Level 3 Fees") or (collectively, "Alternative School Facilities Fees" or "ASFF"), but desires to update its ASFF based on a current School Facilities Needs Analysis ("2017 SFNA") prepared by Cooperative Strategies in accordance with applicable law; and

WHEREAS, the Board of the District has previously by Resolution elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 ("SFP") for both modernization and new construction projects, and appointed a representative ("District Representative") for the purpose of requesting an Eligibility Determination ("ED") for funding under the SFP; and

WHEREAS, the District Representative has caused the completion and certification of original and updated Enrollment Certification/Projection ("ECP") by submission of Form SAB 50-01, the Existing School Building Capacity ("ESBC") by submission of Form SAB 50-02, and the ED by submission of Form SAB 50-03 to the State Allocation Board ("SAB") for approval pursuant to the SFP; and

WHEREAS, the District received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the SFP; and

WHEREAS, the District Representative has caused the completion and certification of Form SAB 50-04, the Application for Funding ("AFF"), and prior to the adoption of this Resolution submitted the AFF to the SAB for approval pursuant to the SFP; and

WHEREAS, Level 2 Fees and Level 3 Fees, upon adoption of the ASFF and during the effective period thereof, are applicable to new residential construction in accordance with applicable law, subject to the suspension of Level 3 Fees pursuant to Government Code Section 65995.7(a)(2); and

WHEREAS, pursuant to Government Code Section 65995.6(f), ASFF adopted by the Board are effective for a maximum on one (1) year; and

WHEREAS, the District has met the requirements established by Government Code Section 65995.5(b)(3) in that (i) the District has issued debt or incurred obligations for capital outlay in an amount equivalent to specified threshold percentage of its local bonding capacity and (ii) at least 20 percent (20%) of the teaching stations within the District are relocatable classrooms; and

WHEREAS, new residential construction continues to generate additional students for the District's schools and the District is required to provide grades K-8 school facilities ("School Facilities") to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential construction; and

WHEREAS, the Board has caused to be prepared the 2017 SFNA dated March 16, 2017 pursuant to applicable law, including, but not by way of limitation, Government Code Section 65996.6, prior to the adoption of ASFF; and

WHEREAS, the Board has received and considered the 2017 SFNA which includes all matters required by applicable law, including an analysis of: (a) the purpose of the ASFF; (b) the use to which the ASFF are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential construction and (1) the facilities for which the ASFF are to be used, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of ASFF from new residential construction; (d) an evaluation and projection of the number of students that will be generated by new residential construction by grade levels of the District as described by Government Code Section 65995.6; (e) a description of the new School Facilities that will be required to service such students; and (f) the present estimated cost of such School Facilities; and

WHEREAS, the 2017 SFNA in its final form has been available to the public, for at least thirty (30) days before the Board considered at a public hearing the adoption of the ASFF, including a response by the Board to written and oral comments, if any, received by the District; and

WHEREAS, all notices of the 2017 SFNA and adoption of ASFF, including notice of the preparation of the 2017 SFNA with the offer to meet with any affected local planning agency relating to the potential expansion of existing school sites or the necessity to acquire additional school sites, have been given in accordance with applicable law; and

WHEREAS, copies of the 2017 SFNA have been provided thirty (30) days prior to the public hearing if such written request(s) for copies were filed with the District forty-five (45) days prior to a public hearing, which was held in a manner required by applicable law at a meeting of the Board of the District relating to the proposed adoption of the 2017 SFNA and ASFF; and

WHEREAS, the 2017 SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c); and

WHEREAS, the District has received, considered and discussed any written and/or oral comments received by the District, and has responded to all comments, which the

Board desires to adopt all such written and oral responses as the Board's response(s), if any; and

WHEREAS, as to the approval of the 2017 SFNA and ASFF, Government Code Section 65995.6(g) provides that the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the preparation, adoption, or update of the 2017 SFNA or adoption of this Resolution; and

WHEREAS, the District desires to approve the 2017 SFNA and adopt ASFF pursuant to Government Code Sections 65995.5, 65995.6, and 65995.7 for the purpose of establishing ASFF that may be imposed on residential construction calculated pursuant to Government Code Section 65995(b), subject to the suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Board does hereby find and determine that the foregoing recitals and determinations are true and correct and that the 2017 SFNA meets all applicable legal requirements.

Section 2. That the Board does hereby find and determine that the 2017 SFNA meets all applicable legal requirements, and it hereby adopts each of the findings set forth in the 2017 SFNA.

Section 3. That a District Representative made a timely application to the SAB for new construction funding for which it is eligible.

Section 4. That the District received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the SFP.

Section 5: That for purposes of Government Code Section 65995.5(b)(3): (i) the District has issued debt or incurred obligations for capital outlay in an amount equivalent to specified threshold percentage of its local bonding capacity and (ii) at least 20 percent (20%) of the teaching stations within the District are relocatable classrooms.

Section 6. That the District has cause to prepare the 2017 SFNA, which is on file at the District office address and incorporated herein by this reference, which complies with all applicable statutory requirements, including the provisions of Government Code Section 65995.6.

Section 7. That the Board hereby approves and adopts the 2017 SFNA for the purpose of establishing ASFF as to future residential construction within the District, subject to the temporary suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

Section 8. That the Board finds that the purpose of the ASFF imposed upon residential construction is to fund the additional School Facilities to serve the students generated by the residential construction upon which the ASFF are imposed as provided in the 2017 SFNA and applicable law.

Section 9. That the Board finds that the ASFF are hereby established as applicable to the extent set forth herein, and will be used to fund those School Facilities described in the 2017 SFNA and that these School Facilities are to serve the students generated by the residential construction within the District as provided in the 2017 SFNA.

Section 10. That the Board finds that there is roughly proportional, reasonable relationship between the use of the ASFF and the new residential construction within the District because the ASFF imposed on new residential construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction in accordance with applicable law as set forth in the 2017 SFNA and on less than an estimated actual cost of the School Facilities estimated to result from additional residential construction as set forth in the 2017 SFNA.

Section 11. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the ASFF are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District, and the District does not have sufficient capacity in the existing School Facilities to accommodate these students.

Section 12. That the Board finds that the amount of the ASFF imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 13. That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all monies received by the District for the deposit of Level 1 Fees, ASFF/Level 2 Fees and ASFF/Level 3 Fees (if applicable) imposed on residential construction within the District, as well as Commercial/Industrial Fees and mitigation payments ("Mitigation Payments") collected by the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by applicable law.

Section 14. That the Board finds that the monies of the separate Fund or the separate Sub-Funds, described in Section 13, consisting of the proceeds of Level 1 Fees, ASFF/Level 2 Fees and ASFF/Level 3 Fees (if applicable), Commercial/Industrial Fees and Mitigation Payments have been imposed for the purposes of constructing those School Facilities necessitated by new residential construction as further set forth in the 2017 SFNA, and thus, these monies may be expended for all those purposes permitted by applicable law.

Section 15. That the 2017 SFNA determines the need for new School Facilities for unhoused pupils that are attributable to projected enrollment growth from the construction of new residential units over the next five (5) years, based on relevant planning agency information and the historical generation rates of new residential units constructed during the previous five (5) years that are of a similar type of unit to those anticipated to be constructed within the District, the Cities, and/or the County.

Section 16. That the Board has identified and considered, and/or subtracted, as set forth in the 2017 SFNA, the following information in determining amounts of the ASFF/Level 2 Fees and ASFF/Level 3 Fees:

- A. any surplus property owned by the District that can be used as a school site or that is available for sale to finance school facilities pursuant to Government Code Section 65995.6(b)(1);
- B. the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities pursuant to Government Code section 65995.6(b)(2);
- C. local sources other than fees, charges, dedications, or other requirements imposed on residential construction available to finance the construction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units pursuant to Government Code Section 65995.6(b)(3); and
- D. the full amount of local funds the Board has dedicated to facilities necessitated by new construction, including fees, charges, dedications or other requirements imposed on commercial or industrial construction pursuant to Government Code Section 65995.5.(c)(2).

Section 17. That the Board has calculated, as set forth in the 2017 SFNA, the maximum square footage fees, charges, or dedications to be established as ASFF that may be collected in accordance with the provisions of Government Code Sections 65995.5(c) and 65995.7(a).

Section 18. That notice and relevant and available information relating to the potential expansion of existing school sites or the necessity to acquire additional school sites, including notice of a proposed meeting regarding such information was provided to Cities and the County planning commissions or agencies with land use jurisdiction within the District prior to the completion of the 2017 SFNA.

Section 19. That the 2017 SFNA in its final form has been made available to the public for a period of not less than thirty (30) days, and that the District has made itself available to the public to meet with any affected city or county to discuss the preparation of the 2017 SFNA, pursuant to the requirements of Government Code Section 65352.2.

Section 20. That the public has had the opportunity to review and comment on the 2017 SFNA, and the Board has responded to written comments it has received, if any, regarding the 2017 SFNA.

Section 21. That in responding to written comments pursuant to Government Code Section 65995.6(c), if any, the Board may adopt any and/or all such responses made by District staff and/or consultants, and does hereby adopt all responses, if any, as responses of the Board thereto.

Section 22. That notice of the time and place of the public hearing ("Hearing") to adopt the 2017 SFNA, including the location and procedure for viewing or requesting a copy of the proposed 2017 SFNA, and any proposed revision thereof, has been published in at least one newspaper of general circulation within the jurisdiction of the District at least thirty (30) days prior to the Hearing.

Section 23. That the District has caused to be mailed a copy of the 2017 SFNA not less than thirty (30) days prior to the Hearing to any person who made a written request forty-five (45) days prior to the Hearing.

Section 24. That the 2017 SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c).

Section 25. That the Board conducted the required Public Hearing on April 19, 2017, prior to adoption of the 2017 SFNA and the ASFF, at which time all persons desiring to be heard on all matters pertaining to the 2017 SFNA were heard and all information presented was duly considered.

Section 26. That the Board hereby adopts ASFF and establishes the ASFF on new residential construction projects within the District in the following amounts:

- A. Pursuant to Government Code Section 65995.6, ASFF/Level 2 Fees within the Oxnard School District boundaries are \$3.71 per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. Pursuant to Government Code Section 65995.7, ASFF/Level 3 Fees within the Oxnard School District boundaries are \$8.29 per square foot of Assessable Space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988. Additionally, Level 3 Fees shall not be levied by the District until authorized by Government Code Section 65995.7(a)(2).

Section 27. That ASFF, upon adoption and during the effective period thereof, are applicable to residential construction in the alternative to Level 1 Fees in accordance with applicable law, except that Level 3 Fees are suspended temporarily as set forth in Government Code Section 65995.7(a)(2).

Section 28. That the proceeds of the ASFF increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 13 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the ASFF are to be collected.

Section 29. That the Superintendent, or his/her designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the affected Cities and the County within the District's boundaries, along with a copy of all the supporting documentation referenced herein, and a map of the District clearly indicating the boundaries thereof, advising such entities that new residential construction is subject to the ASFF increased pursuant to this Resolution, and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential construction project, mobile home or manufactured home subject to the ASFF absent a certificate of compliance ("Certificate of Compliance") from this District demonstrating compliance of such project with the requirements of the ASFF, nor that any building permit be issued for any non-residential construction absent a certification from this District of compliance with the requirements of the applicable ASFF.

Section 30. That the Superintendent, or his/her designee, is authorized to cause a Certificate of Compliance to be issued for each construction project, mobile home and manufactured home for which there is compliance with the requirement for payment of the ASFF in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of ASFF for a construction project, mobile home or manufactured home, and it is later determined that the statement or other representation made by an authorized party concerning the construction project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate Cities or the County shall be so notified.

Section 31. That regarding the timely provision of a Certificate of Compliance by the District for residential construction, although not required by applicable law, the Board hereby determines that the 2017 SFNA is a proposed construction plan for purposes of requiring payment of ASFF prior to the issuance of any building permit for residential construction in accordance with Government Code Section 66007, and that all ASFF are appropriated for the purpose of accomplishing such construction plan.

Section 32. That no statement or provision set forth in this Resolution, or referred to therein shall be constructed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction.

Section 33. That if any portion set forth in this Resolution, is held to be invalid, the remaining provisions of this Resolution is intended to be and shall remain valid.

Section 34. That if the ASFF/Level 2 Fees and/or the ASFF/Level 3 Fees are held to be invalid (other than the suspension under Government Code Section 65995.7(a)(2)), Statutory School Facility Fees, in amounts determined by applicable law at such time, are intended to be, and shall remain, in full force and effect.

Section 35. That the ASFF adopted by this Resolution shall take effect immediately upon such adoption and shall be effective for a maximum of one year, subject to the temporary suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

APPROVED, ADOPTED, AND SIGNED ON APRIL 19, 2017.

BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT

By:

President of the Board of Trustees of the
Oxnard School District

ATTEST:

By:

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Debra M. Cordes, do hereby certify that the foregoing Resolution No. 16-29 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 19th day of April, 2017, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Debra M. Cordes, do hereby certify that the foregoing is a true and correct copy of Resolution No. 16-29 which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 19th day of April, 2017.

Clerk of the Board of Trustees of the
Oxnard School District



COOPERATIVE STRATEGIES

COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

OXNARD SCHOOL DISTRICT

SCHOOL FACILITIES NEEDS ANALYSIS

MARCH 16, 2017

PREPARED FOR:
Oxnard School District
1051 South A Street
Oxnard, CA 93030
T 805.487.3918

PREPARED BY:
Cooperative Strategies
8955 Research Drive
Irvine, CA 92618
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EXHIBITS

EXHIBIT A:	Current SAB Form 50-01
EXHIBIT B:	Current SAB Form 50-02
EXHIBIT C:	Current SAB Form 50-03
EXHIBIT D:	Eligibility Determination from the SAB
EXHIBIT E:	Summary of School Facility Planning Policies and Estimates of Actual School Facility Costs
EXHIBIT F:	Information on Measure D
EXHIBIT G:	Bonding Capacity Calculation
EXHIBIT H:	Correspondence with the Cities and County
EXHIBIT I:	Reconstruction
EXHIBIT J:	Updated School Facilities Capacity Calculation
EXHIBIT K:	Matriculation of Surplus Seats
EXHIBIT L:	Identification and Consideration of Local Funding Sources per Section 65995.5(c)(2) and Section 65995.6(b)(3)
EXHIBIT M:	Calculation of Additional Grants for General Site Development

EXECUTIVE SUMMARY

This School Facilities Needs Analysis ("Analysis") has been prepared in accordance with applicable laws to provide the factual basis for the Oxnard School District ("School District") to consider and, if desired, adopt alternative school facility fees ("Alternative Fees") that may be collected from residential development in the School District consistent with Section 17620 of the Education Code and Sections 65995.5, 65995.6, and 65995.7 of the Government Code (future code section references are to the Government Code unless otherwise specified). The Analysis provides factual information as to the following three (3) elements:

- (i) Determination by the State Allocation Board ("SAB") of eligibility to receive funds from the State of California ("State") for new school facility construction;
- (ii) Designation by the School District of satisfying at least two (2) of the four (4) statutory school requirements ("Statutory Requirements") set forth in Section 65995.5(b)(3); and
- (iii) Calculation of the amount of the permissible Alternative Fees authorized by Section 65995.5 ("Alternative No. 2 Fee") and by Section 65995.7 ("Alternative No. 3 Fee").

A. Eligibility for New Construction Funding from the State

The School District has taken action electing to participate in the School Facilities Program ("SFP") established by Section 17070.10 of the Education Code and authorized a designated representative to (i) approve, certify, and submit the SAB Forms 50-01, 50-02, and 50-03 to the SAB and (ii) request an eligibility determination ("Eligibility Determination") for new construction funding as required by the SFP.

As shown in Exhibits A, B, C, and D, the School District is eligible to receive new construction funding under the SFP.

B. Compliance with Statutory Requirements

A review of the records of the School District was accomplished to ascertain if the School District satisfies at least two (2) of the Statutory Requirements. Table ES-1 summarizes the Statutory Requirements and identifies those satisfied by the School District as of the date hereof.

**Table ES-1
Summary of Statutory Requirements**

Statutory Requirements	Status
Substantial enrollment as defined in Section 65995.5(b)(3)(A) of its students on a multi-track year-round calendar	Not Met
Placed at least one (1) general obligation ("GO") bond measure on the ballot in the last four (4) years, and the measure received at least 50 percent plus one (1) of the votes cast	Met
Issued debt or incurred obligations for capital outlay in an amount equivalent to the percentage of its bonding capacity specified in Section 65995.5(b)(3)(C)	Met
At least 20 percent of the teaching stations are relocatable classrooms	Met

C. Calculation of Alternative No. 2 Fee and Alternative No. 3 Fee

The facts set forth herein justify on a roughly proportional and a reasonably related basis that the following amounts meet the requirements of Sections 66000 *et seq.*, as well as other applicable legal requirements, including but not limited to Sections 65995.5, 65995.6 and 65995.7. The Alternative No. 2 Fee and Alternative No. 3 Fee for the School District are listed in Table ES-2.

**Table ES-2
Alternative Fees (2017\$)**

Fee	Amount per Square Foot
Alternative No. 2 Fee	\$3.71
Alternative No. 3 Fee	\$8.29

Attached as Exhibit E is (i) a summary of the school facility planning policies of the School District and (ii) an estimate of the school facilities cost impacts per square foot of residential construction. As can be seen from comparing Exhibit E to the recommended Alternative No. 2 Fee and the Alternative No. 3 Fee in Table ES-2, the Alternative Fees are less than the comparable amounts set forth in Exhibit E and are not sufficient to cover all of the actual school facilities cost impacts caused by new residential development on the School District. Therefore, the Alternative No. 2 Fees and the Alternative No. 3 Fees are reasonably related and roughly proportional to the cost of school facilities for the future development identified in the Analysis in accordance with applicable laws.

D. Imposition of Alternative No. 2 Fee and Alternative No. 3 Fee

Prior to the adoption of the Analysis, the public is given a 30-day period to review and comment on the Analysis, and any written comments received by the Governing Board of the School District must be responded to. The Governing Board is also required to hold a public hearing prior to its consideration of the Analysis.

Should the Governing Board of the School District approve the resolution that adopts the Analysis and the accompanying Alternative No. 2 Fee and Alternative No. 3 Fee, those amounts would be effective immediately for a period not to exceed 12 months. By approving the Analysis and the accompanying Alternative Fees, the Governing Board is authorizing the imposition of the Alternative No. 2 Fee for those periods when the State has new construction bond funds available and the Alternative No. 3 Fee for those periods when the SAB is no longer approving apportionments for new construction due to a lack of funds available and the conditions in Section 65995.7 have been met.

I. GENERAL

Upon adoption of Alternative Fees by a school district, such Alternative Fees may be required in accordance with applicable law. It is anticipated that such adoption will specify that Alternative No. 2 Fees will be required as provided in Section 65995.5(a) if the SAB is approving apportionments for new construction funding, and Alternative No. 3 Fees will be required as provided in Section 65995.7(a), if the SAB is not approving apportionments for new construction funding.

The Analysis is divided into seven (7) main sections.

- Section I is the introductory section that generally describes the methodology used in preparing the Analysis.
- Section II describes the Eligibility Determination that has been obtained from the SAB, as well as documents which of the four (4) Statutory Requirements the School District presently satisfies.
- Section III projects the unhoused students to be generated by residential development anticipated to occur in the School District over the next five (5) years ("Future Units") in accordance with Section 65995.6(a).
- Section IV identifies any surplus school sites or existing surplus local funds that the School District might elect in whole or part to use to reduce the impact of the Future Units on the School District.
- Section V of the Analysis sets forth the recommended amount of the Alternative No. 2 Fee.
- Section VI of the Analysis sets forth the recommended amount of the Alternative No. 3 Fee.
- Finally, Section VII documents facts whereby the School District may make determinations regarding compliance of the Alternative Fees with Sections 66000 *et seq.*

Eligibility to Collect Alternative Fees

Eligibility to Receive State Funds

A school district must have been determined by the SAB to be eligible for new construction funding under the SFP pursuant to Section 65995.5(b)(1).

Statutory Requirements

A school district must satisfy at least two (2) of the four (4) Statutory Requirements in order to adopt and impose Alternative Fees. The Statutory Requirements are summarized as follows:

1. A school district has a substantial enrollment, as defined in Section 65995.5(b)(3)(A) ("Substantial Enrollment") of its students on a multi-track year-round calendar;
2. A school district has placed at least one (1) GO bond measure on the ballot in the last four (4) years, and the measure received at least 50 percent plus one (1) of the votes cast;
3. A school district has issued debt or incurred obligations for capital outlay in an amount equivalent to a certain percentage of its bonding capacity; and/or
4. At least 20 percent of the teaching stations within a school district are relocatable classrooms.

Projected Unhoused Students from Future Residential Development

Total Projected Student Enrollment

In determining the amount of any proposed Alternative Fees, a school district must project in accordance with Section 65995.6 the total number of students to be generated by Future Units ("Projected Student Enrollment"). This projection is performed by applying the student generation rates for residential development over the previous five (5) years of a type similar to that of the Future Units either in the school district or in the city or the county in which the school district is located. The projection may be modified by relevant planning agency information.

Excess Capacity

A school district must identify and consider the number of excess seats, if any, which are available at each school level (i.e., elementary school and intermediate school). If surplus seats exist at one (1) or more school levels, the school district must

determine what portion of the excess seats, if any, should be made available to accommodate the Projected Student Enrollment. The determination may include such considerations as matriculation of existing students, advance funding from mitigated future residential units, long term needs of the school district, as well as other relevant factors. Excess seats shall be determined by comparing capacity as calculated pursuant to Section 17071.25 of the Education Code to student enrollment.

Projected Unhoused Students

Lastly, a school district must reduce the Projected Student Enrollment by the excess capacity, if any, that is identified and allocated by the school district to the Future Units to calculate the number of projected unhoused students ("Projected Unhoused Students").

Surplus Property and Existing Surplus Local Funds

Surplus Property

A school district must identify and make a reasonable allocation of surplus property, if any, which could be (i) used as a school site and/or (ii) sold to finance additional school facilities needed to accommodate the Projected Unhoused Students.

Existing Surplus Local Funds

A school district must identify and make a reasonable allocation of existing surplus local sources, including local funds, which includes commercial/industrial school fees ("Local Funds"), if any, that could be available to finance the construction of school facilities needed to accommodate the Projected Unhoused Students as referred to in Section 65995.5(c)(2) and 65995.6(b)(3).

Alternative No. 2 Fee

Student Capacity and Site Size of Future School Facilities

A school district must determine the appropriate number of students to be housed at each school level. Pursuant to Section 65995.5(h), after this determination has been made, the school district must calculate the appropriate site size for each school level based on the "School Site Analysis and Development Handbook" published by the State Department of Education as that handbook read as of January 1, 1998.

Site Acquisition and Site Development Costs

A school district must establish a factual basis for the estimated cost of acquiring property(s) for a school site(s) or the appraised value of a proposed school site(s). Additionally, the school district must establish an estimate of the permissible cost of developing such site(s). The site development cost includes utilities, off-site, and service site development costs.

Total School Facility Costs per Student and Total School Facility Costs

A school district must estimate the total school facility costs per student based on the site acquisition and the site development costs mentioned above, as well as the amounts specified in Section 65995.5, which may or may not be adequate to fund the necessary school facilities. Thereafter, the total school facility costs must be calculated. This calculation involves multiplying the number of Projected Unhoused Students by the school facility costs per student set forth in Section 65995.5 and subtracting any available local sources, including Local Funds, identified by the school district and dedicated to such portion of future development in the school district.

Residential Square Footage to be Constructed during the Next Five (5) Years

Based on information from the county, the city(s) or one (1) or more independent third party market reports, a school district must estimate the total assessable square footage of the Future Units.

Alternative No. 2 Fee

A school district must calculate the Alternative No. 2 Fee by dividing the total school facility costs by the total assessable square footage of the Future Units in accordance with Section 65995.5(c).

Alternative No. 3 Fee

Alternative No. 3 Fee

The Alternative No. 3 Fee is determined by increasing the Alternative No. 2 Fee by an amount that may not exceed the amount calculated pursuant to Section 65995.5(c), provided that the calculation of such amount excludes reductions for available local sources, including Local Funds, identified and dedicated in accordance with Section 65995.7(a).

II. ELIGIBILITY TO COLLECT ALTERNATIVE FEES

Section 65995.5 requires that a school district (i) be eligible for new construction funding under the SFP and (ii) satisfy at least two (2) of the Statutory Requirements to be eligible to impose an Alternative No. 2 Fee or an Alternative No. 3 Fee. Section II.A provides an evaluation of the eligibility of the School District for new construction funding under the SFP and Section II.B documents the School District's satisfaction of at least two (2) Statutory Requirements.

A. Eligibility to Receive State Funds

The School District has taken action electing to participate in the SFP established by Section 17070.10 of the Education Code. Additionally, the School District authorized a designated representative to (i) approve, certify, and submit the SAB Forms 50-01, 50-02, and 50-03 to the SAB and (ii) request an Eligibility Determination for new construction funding as required by the SFP. The School District filed SAB Forms 50-01, 50-02, and 50-03 and requested an Eligibility Determination for new construction funding as required by the SFP on August 23, 1999. On March 22, 2000 the Eligibility Determination of the School District was approved by the SAB. Subsequently, the School District submitted updated SAB Forms 50-01, 50-02, and 50-03 as part of its ongoing facilities planning and financing program. The most current SAB Forms 50-01, 50-02, and 50-03 are incorporated herein as Exhibits A, B, and C, respectively. As shown in the School District's most current Eligibility Determination from the SAB (attached and incorporated as Exhibit D), the School District is eligible for new construction funding under the SFP for 4,949 students in grades kindergarten through 6, 876 students in grades 7 and 8, 43 non-severe special day class students, and 111 severe special day class students.

B. Statutory Requirements

As stated in Section I, a school district must satisfy at least two (2) of the four (4) Statutory Requirements in order to levy Alternative Fees. What follows are facts establishing that the School District satisfies at least two (2) of the Statutory Requirements.

1. Substantial Enrollment on Multi-track Year-Round Schedule

This Statutory Requirement is met if the school district has Substantial Enrollment on a multi-track year-round schedule. Substantial Enrollment is defined differently for different types of school districts, as follows:

- a. *Unified School Districts and Elementary School Districts.* At least 30 percent of the school district's students in grades kindergarten through 6 are on a multi-track year-round schedule in the high school attendance area in which all or some of the new residential units identified in the Analysis are planned for construction.
- b. *High School Districts.* (i) At least 30 percent of the high school district's students are on a multi-track year-round schedule, or (ii) at least 40 percent of the students in grades kindergarten through 12 within the boundaries of the high school attendance area in which all or some of the new residential units identified in the Analysis are planned for construction are on a multi-track year-round schedule.

The School District has determined that this Statutory Requirement has not been satisfied.

2. General Obligation Bond Measure

This Statutory Requirement is met if the school district has placed a GO bond measure on the ballot in the last four (4) years and received at least 50 percent plus one (1) of the votes cast on one (1) such measure.

The School District has determined that this Statutory Requirement has been satisfied. This determination is based on the fact that Measure D was placed before the voters of the School District on the November 8, 2016, ballot and the measure received an approval rate of 69.94 percent. Please see Exhibit F for more information on Measure D.

3. Debt or Obligations for Capital Outlay

This Statutory Requirement is met if the school district has issued debt or incurred obligations for capital outlay in an amount equivalent to a specified percent of its local bonding capacity. If the debt does not include debt associated with a Mello-Roos Community Facilities District ("CFD") formed by a landowner election after November 4, 1998, the threshold is 15 percent. If the debt includes debt associated with a Mello-Roos CFD formed by a landowner election after November 4, 1998, the threshold is increased to 30 percent. All debt and obligations to be repaid from property taxes, parcel taxes, special taxes, and the school district's general fund may be included.

The School District has determined that this Statutory Requirement has been satisfied. The School District currently has \$178,258,139 in outstanding debt. This debt represents 74.16 percent of the School District's bonding capacity (see Exhibit G for a calculation of the School District's bonding capacity). Please note the District applied for and was granted a waiver of this limit by the State Board of Education allowing the District to issue GO bonds in an amount not to exceed 2.12 percent of assessed value.

4. Relocatable Classrooms

This Statutory Requirement is met if at least 20 percent of the school district's teaching stations are relocatable classrooms.

The School District has determined that this Statutory Requirement has been satisfied. The School District currently has a total of 585 permanent classrooms and 152 relocatable classrooms. This equates to a 20.62 percent relocatable classroom utilization rate.

C. **Eligibility to Collect Alternative Fees**

As determined above, the School District is eligible to receive new construction funding and currently satisfies at least two (2) of the four (4) Statutory Requirements. As a result, the School District is eligible to adopt and impose Alternative Fees as provided by applicable law.

III. PROJECTED UNHOUSED STUDENTS FROM RESIDENTIAL DEVELOPMENT OVER THE NEXT FIVE YEARS

Section 65995.6(a) requires that the School District determine the need for new school facilities for the Projected Unhoused Students. The calculation of the Projected Unhoused Students shall be based on historical student generation rates ("SGRs") of new residential units constructed during the previous five (5) years of a type similar to that of the Future Units. Section III.A calculates the Projected Student Enrollment. Section III.B sets forth the relevant facts as to the identification of any excess seats which might be considered by the School District as available at each school level to house the Projected Student Enrollment, as determined in Section III.A. Finally, Section III.C calculates the Projected Unhoused Students.

A. Projected Student Enrollment

As stated above, Section 65995.6(a) specifies the methodology the School District must use to calculate the Projected Student Enrollment. What follows is a step-by-step description of this calculation.

1. Student Generation Rates

In order to calculate SGRs in accordance with Section 65995.6(a), the School District must identify residential units that (i) were constructed during the previous five (5) years and (ii) are representative of the Future Units. Residential data pertaining to the School District was obtained by Cooperative Strategies, LLC from the Office of the Assessor ("Assessor") of the County of Ventura ("County"). Using data from the Assessor of the County and the School District, Cooperative Strategies compiled a database from such information containing the addresses of the units that met the criteria listed above. Parcels in the database were then classified by housing type (i.e., single family detached, single family attached, and multifamily).

- Residential units classified as single family detached ("SFD") are defined as units with no common walls each assigned a unique Assessor's parcel number.
- The category of single family attached ("SFA") consists of units with common walls each assigned a unique Assessor's parcel number (e.g., townhomes, condominiums, etc.).
- The third type of residential unit, multifamily ("MF"), is defined as a unit with common walls on an Assessor's parcel on which other units are located.

Cooperative Strategies determined that there were an insufficient number of units built over the past five (5) years to calculate SGRs that would be representative of the residential development expected to occur within the School District over the next five (5) years. Since the construction of SFD, SFA, and MF units is expected to occur within the School District over the next five (5) years, the Analysis has employed the portion of Section 65995.6(a) that permits a school district to use SGRs of new residential units constructed over the previous five (5) years that are a similar type of unit to those anticipated to be constructed in either the city or county in which the school district is located. The Analysis uses the SGRs for SFD, SFA, and MF units that have been experienced and documented by Rio School District ("RSD"), which is also located in the County. Table 1 shows the SGRs for SFD, SFA, and MF units by school level.

Table 1
Student Generation Rates

School Level	SFD Student Generation Rates ^[1]	SFA Student Generation Rates ^[1]	MF Student Generation Rates ^[1]
Elementary School (K-5)	0.1680	0.1980	0.1740
Intermediate School (6-8)	0.0690	0.1540	0.0610
Total	0.2370	0.3520	0.2350

[1] Source: Analysis for RSD dated August 5, 2016.

2. Future Units

In order to obtain information regarding future residential units, the planning departments of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and the County were contacted (please refer to the map on the following page for a geographic profile of the School District). Based on correspondence from the Cities and County (see Exhibit H), Cooperative Strategies has determined that the School District could experience the construction of 1,410 Future Units over the next five (5) years. Table 2 distinguishes between Future Units by unit type.

**Table 2
Future Units by Unit Type**

Unit Type	Total Future Units
Single Family Detached	355
Single Family Attached	452
Multifamily	603
Total Units	1,410

The projected number of future residential units identified in Table 2 includes units that may result from existing structures that are voluntarily demolished in order to be replaced by new residential development ("Reconstruction"). For additional information regarding the imposition of the Alternative No. 2 Fee and Alternative No. 3 Fee on Reconstruction please refer to Exhibit I.

It should be noted these projections are based on the best available information at this time and are independent of the projected residential development reported to the State in SAB Form 50-01.

3. Projected Student Enrollment

To calculate the Projected Student Enrollment, the number of Future SFD units, Future SFA units, and Future MF units listed in Table 2 were multiplied by the SGRs shown in Table 1. The results of this operation are shown in Table 3.

**Table 3
Projected Student Enrollment**

School Level	Total Projected Students from Future Units
Elementary School	254
Intermediate School	131
Total	385

B. Current Capacity

Collectively, the School District's school facilities in school year 2016/2017 have a capacity of 17,030 seats per Section 17071.25 of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level and 3,222 are at the intermediate school level (the School District's school level configuration in this comparison has been altered to be consistent with SAB Form 50-02). These capacities include seats from all new school facility construction projects funded by the State. Based on student enrollment data for school year 2016/2017, the enrollment of the School District is 16,824 students. As shown in Table 4, facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school level in school year 2016/2017.

**Table 4
Existing School Facilities Capacity and Student Enrollment**

School Level^[1]	2016/2017 Facilities Capacity^[2]	2016/2017 Student Enrollment^[3]	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	13,808	13,337	471
Intermediate School (Grades 7-8)	3,222	3,487	(265)
Total	17,030	16,824	206

[1] The School District operates elementary schools that serve grades K-5 and intermediate schools that serve grades 6-8. To compare capacity and enrollment consistent with SAB Form 50-02, the School District's school level configuration has been altered in this section.

[2] See Exhibit B for SAB Form 50-02, and Exhibit J for the Updated School Facilities Capacity Calculation.

[3] Student enrollment from February 2017.

C. Projected Unhoused Students

As shown in Table 4, the existing facilities capacity of the School District determined in accordance with Section 65995.6(a) exceeds student enrollment currently being generated from existing residential units by 471 seats at the elementary school level. These surplus seats exist at facilities which will house (i) students generated from Future Units, and (ii) students generated from units developed beyond the five-year period of the Analysis.

Due to a trend of increasing enrollment at all grade levels, Cooperative Strategies matriculated existing students forward five (5) years to determine whether any of the existing surplus elementary school will be needed to house future students generated from existing residential units. This resulted in a reduction of surplus seats at the elementary school level to zero (0). Table 5 shows the Projected Unhoused Students from Future Units at each school level while Exhibit K contains information on the matriculation process.

Table 5
Projected Unhoused Students from Future Units

School Level	Projected Student Enrollment	Surplus Seat Determination	Projected Unhoused Students
Elementary School	254	0	254
Intermediate School	131	0	131
Total	385	0	385

IV. SURPLUS SCHOOL SITES AND EXISTING SURPLUS LOCAL FUNDS

Section 65995.6(b) states that the School District must identify and consider (i) surplus property, if any, owned by the School District that can be used as a school site or that is available for sale to finance school facilities, (ii) the extent to which projected enrollment growth can be accommodated at existing school facilities, and (iii) local sources that are available to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units. Additionally, Section 65995.5(c)(2) requires the School District to subtract from the school facilities cost impact created by Future Units the amount of Local Funds that the governing board has dedicated to facilities necessitated by new residential units. To comply with Section 65995.6(b), the School District has identified and considered property it owns and has determined that it does not possess any sites that could be considered surplus. The Governing Board will review and re-adopt this Analysis annually, including a review of this determination and any need to consider property that may then be surplus to fund school facilities required to accommodate students being generated from existing residential units, or other students.

As for identifying and considering existing excess capacity that could accommodate the Projected Student Enrollment generated from Future Units, Section III.C. of this Analysis illustrates that the School District has considered and determined that no surplus seats are available to house Projected Student Enrollment from Future Units.

Finally, in accordance with Sections 65995.6(b) and 65995.5(c)(2), the School District has determined that \$1,976,374, including Local Funds, are available to finance the construction or reconstruction of school facilities needed to accommodate any Projected Student Enrollment generated from Future Units (see Exhibit L for more detail on local sources, including Local Funds).

V. ALTERNATIVE NO. 2 FEE

As discussed in Section I, the objective of this Analysis is (i) to determine whether the School District may adopt Alternative Fees and (ii) to determine the permissible amount of the Alternative No. 2 Fee and the Alternative No. 3 Fee that the School District is permitted to levy on new residential development. Based on the findings, determinations, and projections made in Sections II through IV, Section V contains a step-by-step calculation of the permissible Alternative No. 2 Fee in accordance with Section 65995.5.

A. Alternative No. 2 Fee School Facility Costs

As stated in Section 65995.5(c)(1), the initial step in calculating the maximum Alternative No. 2 Fee is to multiply the number of unhoused students generated from Future Units by the appropriate per-pupil grant amounts provided in Section 17072.10(a) of the Education Code. In addition, the sum shall be added to the site acquisition and site development costs determined pursuant to Section 65995.5(h).

1. Per-Pupil Grant Amounts

The per-pupil grant amounts identified in Section 17072.10(a) of the Education Code were adjusted by the SAB on January 25, 2017, pursuant to Section 17072.10(b) of the Education Code. The per-pupil grant amounts specified in Section 17072.10 are adjusted annually by the SAB to reflect construction cost changes as set forth in the statewide cost index for class B construction. Further, pursuant to SAB Regulation 1859.71.2 and Section 17074.56 of the Education Code, the per-pupil grants have been increased to account for automatic fire alarm detection systems and fire sprinkler systems. Table 6 shows the base per-pupil grant amounts.

Table 6
Base Per-Pupil Grant Amounts (2017\$)

School Level	Per-Pupil Grant Amount	Additional Grants for Auto Alarm and Fire Sprinkler System	Base Per-Pupil Grant Amount
Elementary School	\$11,104	\$199	\$11,303
Intermediate School	\$11,744	\$239	\$11,983

In addition to the base per-pupil grant amounts shown in Table 6, SAB Regulation 1859.76 provides additional grants for general site development on new school construction projects. Currently, these additional grants are calculated as (i) 6 percent of the base per-pupil grants for elementary and intermediate school projects and (ii) a grant of \$18,073 per new useable acre acquired for new school construction. To determine the general site development grant for each school level, Cooperative Strategies first applied the percentages mentioned above to the base per-pupil grant amounts shown in Table 6.

Second, Cooperative Strategies applied the grant per new useable acre mentioned above to the student capacity of future school facilities and corresponding site size requirements for the School District listed in Table 9 to derive a grant amount per student (see Exhibit M for more information on the calculation of the additional grants for general site development). Table 7 shows these additional grants as well as the total per-pupil grant amount.

Table 7
Total Per-Pupil Grant Amount (2017\$)

School Level	Base Per-Pupil Grant Amount	Additional Grants for General Site Development	Total Per-Pupil Grant Amount
Elementary School	\$11,303	\$933	\$12,236
Intermediate School	\$11,983	\$1,153	\$13,136

Applicable law specifies the per-pupil grant amounts specified in Section 17072.10 are adjusted annually by the SAB to reflect construction cost changes as set forth in the statewide cost index for class B construction as provided in Section 17072.10(b) of the Education Code.

2. Total New School Construction Grants

To determine the total new school construction grants under Section 65995.5, the number of Projected Unhoused Students to be generated from Future Units, as shown in Table 5, is multiplied by the total per-pupil grant amounts set forth in Section 17072.10(a) and (b) of the Education Code, as shown in Table 7. Table 8 shows the total new school construction grants of the School District pursuant to Section 65995.5(c)(1).

Table 8
Total New School Construction Grants for Projected
Unhoused Students from Future Units (2017\$)
(In Accordance with Section 65995.5(c)(1) of the Government Code)

School Level	Projected Unhoused Students	Total Per-Pupil Grant Amount	Total New Construction Grants
Elementary School	254	\$12,236	\$3,107,944
Intermediate School	131	\$13,136	\$1,720,816
Total	385	N/A	\$4,828,760

3. Total School Site Acquisition and Site Development Costs

In addition to the total new school construction grants specified by Section 17072.10 of the Education Code, Section 65995.5(c)(1) permits the Alternative No. 2 Fee to include site acquisition and site development costs determined pursuant to Section 65995.5(h) and the applicable statutory provisions referred to therein. What follows is the calculation for determining the appropriate site acquisition and site development costs in accordance with Section 65995.5(h).

a. Site Size Requirement

To calculate the amount of site acquisition and site development costs that may be included in the Alternative No. 2 Fee, a school district must determine the student capacity of future school facilities that will be needed to accommodate the Projected Unhoused Students, as well as students to be generated from residential development anticipated to occur over the next 20 years. Based on the educational programs of the School District, the School District has determined that future elementary school facilities will be designed to accommodate 750 students and future intermediate school facilities will be designed to accommodate 1,200 students. Based on these capacities, the guidelines included in the "School Site Analysis and Development Handbook" published by the State Department of Education as that handbook read as of January 1, 1998, identify the following site sizes for the School District.

**Table 9
Student Capacities and Site Sizes of Future School Facilities**

School Level	Student Capacity	Site Size (Acres)
Elementary School	750	10.60
Intermediate School	1,200	28.80

It should be emphasized that the site sizes shown in Table 9 are based on site sizes recommended by the State Department of Education as of January 1, 1998. Since that time, the State Department of Education has prepared a revised Handbook that contains site size recommendations more consistent with School District policy. Please refer to Exhibit E for the site sizes more consistent with the revised Handbook.

b. Site Acquisition and Site Development Costs per Acre

Based on an appraisal report prepared by Ventura Appraisal Consulting Corp., the School District believes that \$1,208,333 per acre at both school levels is a reasonable estimate. As for site development, the School District estimates the cost to be \$582,672 per acre at the elementary school level and \$254,098 per acre at the intermediate school level. Table 10 lists the total estimated site acquisition costs and site development costs of the School District in accordance with Section 65995.5(h).

**Table 10
Site Acquisition and Site Development Costs of Future School Facilities (2017\$)**

School Level	Site Acquisition Cost ^[1]	Site Development Cost ^[1]	Total Site Cost
Elementary School	\$12,808,330	\$6,176,323	\$18,984,653
Intermediate School	\$34,799,990	\$7,318,022	\$42,118,012

[1] The site acquisition and site development costs are equal to the per acre costs listed above multiplied by the number of acres, as listed in Table 9.

c. **School Facilities Needed**

To ensure that Future Units are being charged an Alternative No. 2 Fee that is reasonably related to the school facilities that are required to house the Projected Unhoused Students to be generated from Future Units, the School District must identify the number of future school facilities that will be needed to house the Projected Unhoused Students to be generated from Future Units, as well as students to be generated from Future Units and residential development anticipated to occur over the next 20 years. To calculate the number of school facilities that the School District will need to adequately house the Projected Unhoused Students, the number of Projected Unhoused Students for each school level, as listed in Table 5, was divided by the applicable student capacity, as listed in Table 9. The number of school sites expected to be needed to house the Projected Unhoused Students generated from Future Units is shown in Table 11.

Table 11
School Facilities Needed

School Level	Projected Students from Future Units	Facilities Capacity	Total Facilities Needed
Elementary School	254	750	0.339
Intermediate School	131	1,200	0.109

It is important to realize that while the number of Projected Unhoused Students equates only to approximately 33.9 percent of an elementary school and 10.9 percent of an intermediate school, the School District will need to construct at least one (1) elementary school and one (1) intermediate school in the future to accommodate (i) students generated from Future Units and (ii) students generated from future residential units beyond the next five (5) years.

d. **Alternative No. 2 Fee Site Costs in Accordance with Section 65995.5(h) of the Government Code**

The calculation of the total school site acquisition and site development cost impacts under Section 65995.5(h) is a two-step process. The first step involves calculating the total school site acquisition and site development costs related to the Projected Unhoused Students generated from Future Units. The calculation of this first step is shown in Table 12.

**Table 12
Total School Site Acquisition and Site Development
Costs for Students from Future Units (2017\$)**

School Level	Facilities Needed for Students Generated from Future Units	Site Cost	Total Site Costs ^[1]
Elementary School	0.339	\$18,984,653	\$6,435,797
Intermediate School	0.109	\$42,118,012	\$4,590,863

[1] Numbers may not sum due to rounding.

Only a portion of the total site costs may be included in the calculation of the Alternative No. 2 Fee. Accordingly, the total school site acquisition and site development costs under Section 65995.5(h) must be reduced by half to arrive at the Alternative Fee No. 2 Site Costs. The calculation of this step is shown in Table 13.

**Table 13
Alternative No. 2 Fee Site Costs (2017\$)
(In Accordance with Section 65995.5(h) of the Government Code)**

School Level	Total Site Costs	Multiplier	Alternative No. 2 Fee Site Cost
Elementary School	\$6,435,797	50.00%	\$3,217,899
Intermediate School	\$4,590,863	50.00%	\$2,295,432

4. Alternative No. 2 Fee School Facility Costs

As stated previously, the initial step in calculating the maximum Alternative No. 2 Fee is to identify (i) the total new school construction grant, and (ii) the site acquisition and development costs pursuant to Section 65995.5(h). The sum of these amounts, which is the Alternative No. 2 Fee School Facility Costs, is the maximum amount of school facility costs that may be included in the Alternative No. 2 Fee before any local fund credits are applied. For the School District, the total new school construction grant is \$4,828,760 and the total site acquisition and site development cost pursuant to Section 65995.5(h) is \$5,513,331. These costs and the Alternative No. 2 Fee School Facility Costs are shown by school level in Table 14.

Table 14
Alternative No.2 Fee School Facility Costs (2017\$)
(In Accordance with Section 65995.5(c)(1) of the Government Code)

School Level	Total New Construction Grants	Alternative No. 2 Fee Site Costs	Alternative No. 2 Fee School Facility Costs
Elementary School	\$3,107,944	\$3,217,899	\$6,325,843
Intermediate School	\$1,720,816	\$2,295,432	\$4,016,248
Total	\$4,828,760	\$5,513,331	\$10,342,091

B. **Credit for Local Funds**

The second step in calculating the maximum Alternative No. 2 Fee is to subtract the amount of local sources, including Local Funds, if any, the School District has decided to dedicate to school facilities necessitated by the construction of Future Units from the Alternative No. 2 Fee School Facility Costs in order to calculate the Net Alternative No. 2 Fee School Facility Costs. As stated in Section IV of the Analysis, the School District has determined that \$1,976,374 is available to accommodate Projected Unhoused Students generated from Future Units (see Exhibit L for more detail on local sources, including Local Funds).

Table 15
Net Alternative No.2 Fee School Facility Costs (2017\$)
(In Accordance with Section 65995.5(c)(2) of the Government Code)

Item	Amounts
Alternative No. 2 Fee School Facility Costs	\$10,342,091
Credit for Existing Surplus Local Funds	\$1,976,374
Net Alternative No. 2 Fee School Facility Costs	\$8,365,717

C. Alternative No. 2 Fee Calculation

The final step in calculating the maximum Alternative No. 2 Fee is to divide the Net Alternative No. 2 Fee School Facility Costs by the total square footage of assessable space for Future Units.

1. Average Square Footage per Unit

In order to project the total square footage of assessable space of the Future Units, the Analysis must estimate the average square footage of Future SFD Units, Future SFA Units, and Future MF Units to be constructed in the School District. To estimate the average square footage of Future Units to be constructed in the School District, Cooperative Strategies analyzed certificates of compliance issued by the School District over the last five (5) years, and confirmed those estimates with the Planning Departments of the Cities and County. Based on this information, the average Future SFD Unit to be constructed within the School District is estimated to contain 2,750 square feet, the average Future SFA Unit is estimated to contain 1,500 square feet, and the average Future MF Unit estimated to contain 1,000 square feet (see Exhibit H).

2. Total Square Footage of Assessable Space

To calculate the total square footage of assessable space for Future Units, the average square footage of Future SFD Units, Future SFA Units, and Future MF Units listed above was multiplied by the number of Future Units listed in Table 2. The results of this operation are shown in Table 16.

Table 16
Estimated Total Residential Square Footage

Land Use	Future Units	Average Square Footage	Total Square Footage
Single Family Detached	355	2,750	976,250
Single Family Attached	452	1,500	678,000
Multifamily	603	1,000	603,000
Total	1,410	N/A	2,257,250

The projected total square footage of future residential units identified in Table 16 includes units that may result from Reconstruction. For additional information regarding the imposition of the Alternative No. 2 Fee and Alternative No. 3 Fee on Reconstruction please refer to Exhibit I.

3. Calculation of Alternative No. 2 Fee

To calculate the Alternative No. 2 Fee, the Net Alternative No. 2 Fee School Facility Costs, as listed in Table 15, were divided by the total square footage of assessable space of the Future Units, as listed in Table 16. Table 17 provides the Alternative No. 2 Fee that can be adopted by the School District.

Table 17
Alternative No. 2 Fee (2017\$)

Item	Amount/Square Footage
Net Alternative No. 2 Fee School Facility Costs	\$8,365,717
Total Residential Square Footage	2,257,250
Alternative No. 2 Fee	\$3.71

VI. ALTERNATIVE NO. 3 FEE

The Alternative No. 2 Fee, which is the maximum Alternative Fee that may be imposed during periods when State funds for new construction are available, was calculated in Section V in accordance with Section 65995.5. During periods when the SAB is no longer approving apportionments for new construction due to a lack of funds available, the Alternative No. 3 Fee may be imposed by a school district. Additionally, in accordance with Section 1859.81 of the SAB regulations, a school district requesting financial hardship assistance funding is required to impose the maximum developer fee justified by law (the Alternative No. 2 Fee, or the Alternative No. 3 Fee when the State declares that such fees can be imposed), or an alternative source greater than or equal to the amount of such fees. Similar to the methodology of the calculations performed in Section V, this Section VI provides a calculation of the Alternative No. 3 Fee in accordance with Section 65995.7.

A. Alternative No. 3 Fee School Facility Costs

Pursuant to Section 65995.7, the Alternative No. 3 Fee School Facility Cost, which is the maximum amount of school facility costs that may be included in the Alternative No. 3 Fee, is calculated by increasing the Net Alternative No. 2 Fee School Facility Costs by an amount not to exceed the Alternative No. 2 Fee School Facility Costs. As required by Section 65995.7, this amount has been reduced by the amount of local funds (\$1,976,374 in the case of the School District) identified pursuant to Section 65995.5(c)(2). Accordingly, Table 18 shows the Net Alternative No. 2 Fee School Facility Costs previously shown in Table 15, and adds to that amount the Alternative No. 2 Fee School Facility Costs previously shown in Table 14. The result, shown in Table 18, is the Alternative No. 3 Fee School Facility Costs.

Table 18
Alternative No. 3 Fee School Facility Costs (2017\$)
(In Accordance with Section 65995.7 of the Government Code)

Item	Amounts
Net Alternative No. 2 Fee School Facility Costs	\$8,365,717
Alternative No. 2 Fee School Facility Costs	\$10,342,091
Alternative No. 3 Fee School Facility Costs	\$18,707,808

B. Alternative No. 3 Fee Calculation

To calculate the Alternative No. 3 Fee, the Alternative No. 3 Fee School Facility Costs were divided by the total square footage of assessable space of the Future Units listed in Table 16. This calculation is required by Section 65995.5(c)(3) and outlined in Section V.C. of the Analysis. Table 19 provides the Alternative No. 3 Fee that can be levied by the School District on new residential development where permitted by applicable law.

Table 19
Alternative No. 3 Fee (2017\$)

Item	Amount/Square Footage
Alternative No. 3 Fee School Facility Costs	\$18,707,808
Total Residential Square Footage	2,257,250
Alternative No. 3 Fee	\$8.29

VII. SECTION 66000 OF THE GOVERNMENT CODE

Sections 66000 *et seq.* were enacted by the State in 1987. These provisions are assumed to be applicable to the Alternative Fees. Sections 66000 *et seq.* require that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee, such as the herein described Alternative Fees, as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended or uncommitted in the School District's accounts.

New residential development in the School District, as shown in the Analysis, will generate additional students who will require the School District to provide additional school facilities. The amount to be included in the Alternative Fees is specified by statute. The Alternative No. 2 Fee of \$3.71 per square foot and the Alternative No. 3 Fee of \$8.29 per square foot are justified in the Analysis. The estimated average school facilities cost impacts on the School District per square foot of residential development as estimated in Exhibit E is \$10.46. As the actual school facilities cost impacts per square foot of residential construction is greater than the Alternative Fees, it is reasonable for the School District to determine that the Alternative No. 2 Fee of \$3.71 per square foot and the Alternative No. 3 Fee of \$8.29 per square foot are roughly proportional and reasonably related to the actual impacts caused by residential development on the School District.

This Analysis and the information included in Exhibit E therefore establish that the Alternative Fees meet the requirements of Sections 66000 *et seq.* and such a determination by the School District as part of adopting the Alternative Fees is justified and appropriate. The School District, therefore, is justified in levying Alternative Fees on all new development.

By way of summary, the Analysis shows that Future Units will produce additional elementary school and intermediate school students and that the School District does not have the capacity or funds to accommodate all of those additional students. Alternative Fees, therefore, will be used to fund (i) new elementary school and intermediate school facilities, (ii) expansion of existing elementary school and intermediate school facilities, and

(iii) other upgrades to existing school facilities, but only to the extent that such items are needed to accommodate the Projected Unhoused Students generated from Future Units and to the extent that the use of the Alternative Fees on such items is permitted by applicable law.

S:\Clients\Oxnard SD\Demographics\SFNA\SY1617\Reports\Working\SFNA_Model_CS

EXHIBIT A

Updated SAB Form 50-01

STATE OF CALIFORNIA
ENROLLMENT CERTIFICATION/PROJECTION
 SAB 50-01 (REV 05/09)

STATE ALLOCATION BOARD
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION
 Page 6 of 6

SCHOOL DISTRICT Oxnard Elementary	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
COUNTY Ventura	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: Fifth-Year Enrollment Projection Tenth-Year Enrollment Projection

HSAA Districts Only - Check one: Attendance Residency

Residency - COS Districts Only - (Fifth Year Projection Only)

Modified Weighting (Fifth-Year Projection Only)

Alternate Weighting - (Fill in boxes to the right):

3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current

Part G. Number of New Dwelling Units
(Fifth-Year Projection Only)

Part H. District Student Yield Factor
(Fifth-Year Projection Only)

Part A. K-12 Pupil Data

Grade	7th Prev. 2004 / 2005	6th Prev. 2005 / 2006	5th Prev. 2006 / 2007	4th Prev. 2007 / 2008	3rd Prev. 2008 / 2009	2nd Prev. 2009 / 2010	Previous 2010 / 2011	Current 2011 / 2012
K	1835	1740	1721	1656	1750	1875	1861	2004
1	1825	1852	1779	1795	1764	1851	1903	1927
2	1747	1739	1741	1724	1734	1734	1820	1833
3	1795	1701	1654	1726	1740	1684	1723	1785
4	1794	1699	1645	1603	1706	1714	1674	1687
5	1772	1742	1634	1608	1612	1677	1706	1657
6	1832	1718	1667	1594	1621	1613	1713	1707
7	1783	1745	1676	1613	1538	1569	1536	1628
8	1780	1688	1690	1596	1574	1504	1540	1512
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	16163	15624	15207	14915	15039	15221	15476	15740

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
0	0	0	0	0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	209	0	209
Severe	172	0	172
TOTAL	381	0	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
2004 / 2005	2005 / 2006	2006 / 2007	2007 / 2008	2008 / 2009	2009 / 2010	2010 / 2011	2011 / 2012

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data Birth Data by District ZIP Codes Estimate Estimate Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-3	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
16702	3981	0	20683

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	277	0	277
Severe	228	0	228
TOTAL	505	0	

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

Jeff Chancer

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

TELEPHONE NUMBER

11-23-11

805-385-1501

E-MAIL ADDRESS

jchancer@oxnardsd.org

EXHIBIT B

Updated SAB Form 50-02

STATE OF CALIFORNIA
EXISTING SCHOOL BUILDING CAPACITY

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT
 OXNARD ELEMENTARY

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

72538

COUNTY
 VENTURA

HIGH SCHOOL ATTENDANCE AREA (if applicable)

PART I - Classroom Inventory NEW ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

PART II - Available Classrooms

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1,2,5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	358	111		17	10	494

PART III - Determination of Existing School Building Capacity

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:
 I am designated as an authorized district representative by the governing board of the district; and,
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

Richard Duarte

DATE

2/21/01

EXHIBIT C

Updated SAB Form 50-03

ELIGIBILITY DETERMINATION

SAB 50-03 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT OXNARD ELEMENTARY	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
BUSINESS ADDRESS	HIGH SCHOOL ATTENDANCE AREA (if applicable)
CITY	COUNTY VENTURA

Part I - The following individual(s) have been designated as district representative(s) by school board minutes:

DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS

Part II - New Construction Eligibility	<input type="checkbox"/> NEW	<input type="checkbox"/> ADJUSTED	K-5	7-8	9-12	Non-Severe	Severe
1. Projected Enrollment (Part G, Form SAB 50-01)			14,474	3,887		266	106
2. Existing School Building Capacity (Part III, line 5 of Form SAB 50-02)			10,162	3,105		234	90
3. New Construction Baseline Eligibility (line 1 minus line 2)			4,312	782		32	16

Part III - Modernization Eligibility NEW ADJUSTED

1. SCHOOL NAME:

Option A	K-5	7-8	9-12	Non-Severe	Severe
2. Permanent classrooms at least 25 years old					
3. Portable classrooms at least 20 years old					
4. Total (lines 2 and 3)					
5. Multiply line 4 by: 25 for K-6, 27 for 7-8 and 9-12; 13 for non-severe and 9 for severe					
6. CBEDS enrollment at school					
7. Modernization eligibility (lesser of the totals of line 5 or 6)					

Option B

2. Permanent space at least 25 years old (report by classroom or square footage)	
3. Portable space at least 20 years old (report by classroom or square footage)	
4. Total (lines 2 and 3)	
5. Remaining permanent and portable space (report by classroom or square footage)	
6. Total (lines 4 and 5)	
7. Percentage (divide line 4 by line 6)	0%

	K-5	7-8	9-12	Non-Severe	Severe
8. CBEDS enrollment at school site					
9. Modernization eligibility (multiply line 7 by each grade group on line 8)					

I certify, as the District Representative, that the information reported on this form is true and correct and that:
I am designated as an authorized district representative by the governing board of the district; and:
A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1 commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board on 7/14/99; and,
This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE
Richard Duarte

DATE
2/21/01

EXHIBIT D

Eligibility Determination from the SAB

Project Main Page

[Return to Search Results](#)

DSA eTracker: 03-102632
 Application: 50/72538-00-001
 County: Ventura
 District: Oxnard Elementary
 Site: RAMONA ELEMENTARY
 District Rep: Dr. Cesar Morales

- Details
- Fund Releases
- Budget Summary
- Transaction Detail
- Modernization Eligibility
- New Construction Eligibility

District Code	Attendance Area	Original SAB Approval Date	Recent SAB Approval
72538	0	3/22/2000	1/23/2013

SAB 50-03 New Construction Eligibility Information

New Construction Baseline Eligibility

Grade Level:	K - 6	7 - 8	9 - 12	Non-Severe	Severe
Established Eligibility:	4109	647	0	0	0
SAB Approvals/Adjustments:	840	229	0	43	111
Remaining Eligibility:	4949	876	0	43	111

SAB 50-03 Eligibility Document Status/Dates

Status:	PM Complete
Date Signed:	8/23/1999
Date Received:	8/27/1999
SAB Approval Date:	3/22/2000

EXHIBIT E

**Summary of School Facility Planning Policies and Estimates of Actual
School Facility Costs**

OXNARD SCHOOL DISTRICT

**School Facility Cost Impacts per Residential Square Foot
February 2017**

School Facility Costs

School Level	Site Acquisition Cost	Facility Construction	Total Cost
Elementary School	\$14,499,996	\$25,775,095	\$40,275,091
Intermediate School	\$34,799,990	\$56,490,774	\$91,290,764

Costs per Student

School Level	Total Cost	Students Housed	Cost per Student
Elementary School	\$40,275,091	750	\$53,700
Intermediate School	\$91,290,764	1,200	\$76,076

School Facility Cost Impacts per Residential Unit

School Level	Cost per Student	Weighted Average SGR	Cost per Unit
Elementary School	\$53,700	0.1801	\$9,674
Intermediate School	\$76,076	0.0929	\$7,068
Total School Facility Cost Impact			\$16,742
Average Square Footage ^[1]			1,601
School Facility Cost Impact per Square Foot			\$10.46

[1] See Table 16 of the Analysis.

OXNARD SCHOOL DISTRICT

**Summary of Estimated Costs
Elementary School
February 2017**

A. Site			\$14,539,996
	Purchase Price of Property		\$14,499,996
	Acres ^[1] :	12	
	Cost/Acre:	\$1,208,333	
	EIR		\$20,000
	Appraisals		\$10,000
	Surveys		\$5,000
	Escrow/Title		\$5,000
	<i>[1] Assumes Net Usable Acres.</i>		
B. Plans			\$1,420,594
	Architect's Fee		\$1,270,313
	Preliminary Tests		\$20,000
	DSA/SDE Plan Check		\$110,281
	Energy Fee Analysis		\$15,000
	Other		\$5,000
C. Construction			\$21,656,250
	(Includes Construction, Site Development, General Site Development, and Technology)		
	Square Feet / Student	75	
	Cost / Square Feet	\$385	
D. Tests			\$50,000
E. Inspection			\$144,000
	(\$12,000 per month for 12 months)		
F. Furniture and Equipment			\$466,875
	(\$5 per Square Foot, includes Cost Index Adjustment of 66%)		
G. Contingency			\$576,166
	(\$2,000 + 1.5% of items A-F)		
H. Items Not Funded by the State			\$1,421,210
	Technology (5% of Construction)		\$1,082,813
	Library Books (8 books/student @ \$15)		\$90,000
	Landscaping (\$0.44/sq. ft x 12 acres)		\$229,997
	Landscape Architect Fees (8% of Landscaping)		\$18,400
I. Total Estimated Cost			\$40,275,091

Summary	
School Facilities Capacity - Traditional Calendar	750
School Facilities Cost per Student - Traditional Calendar	\$53,700

OXNARD SCHOOL DISTRICT

Summary of Estimated Costs

Intermediate School

February 2017

A. Site			\$34,854,990
	Purchase Price of Property		\$34,799,990
	Acres ^[1] :	28.8	
	Cost/Acre:	\$1,208,333	
	EIR		\$25,000
	Appraisals		\$12,000
	Surveys		\$8,000
	Escrow/Title		\$10,000
	<i>[1] Assumes Net Usable Acres.</i>		
B. Plans			\$2,874,000
	Architect's Fee		\$2,557,500
	Preliminary Tests		\$45,000
	DSA/SDE Plan Check		\$239,000
	Energy Fee Analysis		\$25,000
	Other		\$7,500
C. Construction			\$47,400,000
	(Includes Construction, Site Development, General Site Development, and Technology)		
	Square Feet / Student	100	
	Cost / Square Feet	\$395	
D. Tests			\$180,000
E. Inspection			\$324,000
	(\$12,000 per month for 18 months x 1.5 inspectors)		
F. Furniture and Equipment			\$1,195,200
	(\$6 per Square Foot, includes Cost Index Adjustment of 66%)		
G. Contingency			\$1,304,423
	(\$2,000 + 1.5% of items A-F)		
H. Items Not Funded by the State			\$3,158,151
	Technology (5% of Construction)		\$2,370,000
	Library Books (8 books/student @ \$20)		\$192,000
	Landscaping (\$0.44/sq. ft. x 28.8 acres)		\$551,992
	Landscape Architect Fees (8% of Landscaping)		\$44,159
I. Total Estimated Cost			\$91,290,764

Summary	
School Facilities Capacity - Traditional Calendar	1,200
School Facilities Cost per Student - Traditional Calendar	\$76,076

EXHIBIT F

Information on Measure D

November 8, 2016 — **California General Election**
Ballot and voting information for **Ventura County**.

Oxnard School District

Measure D - 55% Approval Required

Share This Page



◀ Back

▶ Next

Election Results

✓ Passed

24,418 votes yes (69.94%)

10,494 votes no (30.06%)

★ 100% of precincts reporting (66/66).

★ 38,724 ballots counted.

To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens' Oversight Committee, annual audits, and no money for administrator salaries?

Add choice to my list.

Yes No

On your actual ballot, you can vote 'yes' or 'no' on this measure.

EXHIBIT G

Bonding Capacity Calculation

OXNARD SCHOOL DISTRICT

Bonding Capacity Calculation

Fiscal Year 2016/2017

Description		Value
(1)	Taxable property of the district including all unitary and operating nonunitary property for the 2016/2017 equalized roll [1].	\$12,136,750,618
(2)	Enter applicable percentage bond debt limit Section 15102 (School District) 1.25% ^[2] Section 15108 (Unified School District) 2.50%	2.12%
(3)	Bonding capacity	\$257,299,113
(4)	Senate Bill 50 local bonding capacity threshold 15% of District's local bonding capacity	\$38,594,867
(5)	Senate Bill 50 local bonding capacity threshold 30% of District's local bonding capacity	\$77,189,734
[1] Source: County of Ventura, Auditor-Controller's Office.		
[2] Bonding capacity increased to 2.12 percent based on the School District's bonding capacity waiver, approved by the State Board of Education on March 8, 2017.		

EXHIBIT H

Correspondence with the Cities and County



February 27, 2017

Mr. Chris Williamson
Principal Planner, Planning Division
City of Oxnard
214 South C Street
Oxnard, CA 93030

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Mr. Williamson,

Cooperative Strategies, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Oxnard ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Cooperative Strategies has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Cooperative Strategies would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Cooperative Strategies by **March 15, 2017.**

Mr. Williamson, should you have any questions regarding the projections please contact me at 949.250.8315. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

Jason Martinez
Associate Director

In its efforts to assist Cooperative Strategies, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Oxnard ("City"):

___The City concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	355	2,750
Single Family Attached <i>(i.e. condos, townhomes, etc.)</i>	452	1,500
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	603	1,000

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

___The residential development projected by the City is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(i.e. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, _____, of the City of Oxnard on _____.

Printed Name: _____

Title: _____



February 27, 2017

Ms. Veronica Ledesma
Associate Planner
City of Ventura
501 Poli Street, Room 117
Ventura, CA 93002

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Ms. Ledesma,

Cooperative Strategies, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Ventura ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Cooperative Strategies has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Cooperative Strategies would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Cooperative Strategies by **March 15, 2017.**

Ms. Ledesma, should you have any questions regarding the projections please contact me at 949.250.8315. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

Jason Martinez
Associate Director

In its efforts to assist Cooperative Strategies, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Ventura ("City"):

The City concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

The residential development projected by the City is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, Veronica Ledesma, of the City of Ventura on March 6, 2017.

Printed Name: Veronica Ledesma

Title: Associate Planner



February 27, 2017

Ms. Kari Finley
Planning Division
County of Ventura
800 South Victoria Avenue, L-1740
Ventura, CA 93009

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Ms. Finley,

Cooperative Strategies, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the County of Ventura ("County") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the County served by the School District are shown on the following page. Based on information previously obtained from the County and the School District, Cooperative Strategies has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Cooperative Strategies would like to provide the County with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Cooperative Strategies by **March 15, 2017.**

Ms. Finley, should you have any questions regarding the projections please contact me at 949.250.8315. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

Jason Martinez
Associate Director

In its efforts to assist Cooperative Strategies, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the County of Ventura ("County"):

___The County concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

___The residential development projected by the County is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, _____, of the County of Ventura on _____.

Printed Name: _____

Title: _____

February 27, 2017

Mr. Greg Brown
Community Development Director
City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Mr. Brown,

Cooperative Strategies, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Port Hueneme ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Cooperative Strategies has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Cooperative Strategies would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Cooperative Strategies by **March 15, 2017.**

Mr. Brown, should you have any questions regarding the projections please contact me at 949.250.8315. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

Jason Martinez
Associate Director

In its efforts to assist Cooperative Strategies, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Port Hueneme ("City"):

___The City concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

___The residential development projected by the City is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, _____, of the City of Port Hueneme on _____.

Printed Name: _____

Title: _____

EXHIBIT I

Reconstruction

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e. commercial/industrial versus residential) or may consist of different residential unit types (e.g., single family detached versus multifamily, etc.).

A. Residential Reconstruction

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable Alternative No. 2 Fee or Alternative No. 3 Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

As of the date of this Analysis, the large-scale Reconstruction of residential development within the School District has not occurred to the point where statistically significant data can be utilized to determine if Replacement Square Footage increases student enrollment. Therefore, prior to the imposition of fees on Replacement Square Footage, the School District may undertake an analysis on any future proposed project(s) and may amend/update this Analysis. Such analysis will examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in student generation rates as identified in the Analysis for the applicable unit types between existing square footage and Replacement Square Footage. To the extent it can be demonstrated that Replacement Square Footage will increase student enrollment, the School District may then impose a fee on the Replacement Square Footage. This fee amount on Replacement Square Footage shall be calculated by determining the cost impacts associated with any growth in student enrollment from the Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the Alternative No. 2 Fee or Alternative No. 3 Fee that is in effect at such time.

B. Reconstruction of Commercial/Industrial Construction into Residential Construction

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Cooperative Strategies is aware that such types of Reconstruction may occur within the School District over the next five (5) years, however, Cooperative Strategies was unable to find information (i) about the amount planned within the School District over the next five (5) years or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

The fee credit determination will be based upon a comparison of the impacts of the planned residential project and the existing land use category (i.e. retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, or hotel/motel). The actual impacts of the planned residential project (taken from Exhibit E) will be reduced by the impact of the existing commercial/industrial category (derived from calculations contained in the current Commercial/Industrial Development School Fee Justification Study adopted by the School District). Any reduction to the Alternative No. 2 Fee would only occur if the reduced amount falls below the Alternative No. 2 Fee. In such a case, the School District would levy the reduced amount per square foot of new residential construction for the subject Reconstruction project.

EXHIBIT J

Updated School Facilities Capacity Calculation

OXNARD SCHOOL DISTRICT**School Facilities Capacity Calculation**

Application	Item	Elementary School	Intermediate School
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
Total Capacity	N/A	13,808	3,222

EXHIBIT K

Matriculation of Surplus Seats

OXNARD SCHOOL DISTRICT

Matriculation of Surplus Seats

Actual and Projected School Students from Existing Units

Grade Level	School Year 2016/2017	School Year 2017/2018	School Year 2018/2019	School Year 2019/2020	School Year 2020/2021	School Year 2021/2022
Kindergarten	2,072	2,072	2,072	2,072	2,072	2,072
Grade 1	1,848	2,072	2,072	2,072	2,072	2,072
Grade 2	1,845	1,848	2,072	2,072	2,072	2,072
Grade 3	1,863	1,845	1,848	2,072	2,072	2,072
Grade 4	1,879	1,863	1,845	1,848	2,072	2,072
Grade 5	1,953	1,879	1,863	1,845	1,848	2,072
Grade 6	1,877	1,953	1,879	1,863	1,845	1,848
Grade 7	1,776	1,877	1,953	1,879	1,863	1,845
Grade 8	1,711	1,776	1,877	1,953	1,879	1,863
Elementary School Students	13,337	13,532	13,651	13,844	14,053	14,280
Intermediate School Students	3,487	3,653	3,830	3,832	3,742	3,708

Actual and Projected Surplus School Seats from Existing Units

Item	School Year 2016/2017	School Year 2021/2022
Actual/Projected Elementary School Students from Existing Units	13,337	14,280
Existing Elementary School Facilities Capacity	13,808	13,808
Excess Elementary School Seats	471	(472)
Actual/Projected Intermediate School Students from Existing Units	3,487	3,708
Existing Intermediate School Facilities Capacity	3,222	3,222
Excess Intermediate School Seats	(265)	(486)

EXHIBIT L

**Identification and Consideration of Local Funding Sources per Section
65995.5(c)(2) and Section 65995.6(b)(3)**

Section 65995.6(b)(3) requires the School District to identify and consider any local sources other than fees, charges, dedications, or other requirements that can be used to offset the cost impacts of Future Units. Additionally, Section 65995.5(c)(2) requires the School District to subtract the amount of Local Funds, which includes commercial/industrial school fees, that the governing board has dedicated to facilities necessitated by Future Units. What follows is a summary of potential local sources, including Local Funds that were evaluated for reducing such impact.

1. Lease Financings

Lease financings are a means of financing facilities through a pledge of lease payments, as opposed to a new revenue source, i.e., Certificates of Participation ("COPs"), Lease Revenue Bonds ("LRBs"), etc. All lease payments associated with lease financings must be paid by the issuing school district through its existing sources of revenue. The lease payments are secured by the issuing school district's general fund.

The School District has not issued any recent lease financings to offset the impact of Future.

2. General Obligation Bonds

General Obligation ("GO") bonds are secured by the full faith, credit and taxing power of the issuing school district. A GO bond constitutes debts of the issuer and generally requires 2/3 approval by election prior to issuance; however, a Proposition 39 GO bond is approved by 55 percent of the votes. In return for a lower voter approval threshold under Proposition 39, the issuing school district (i) must identify a specific list of school facility projects, (ii) has limitations on the rate of maximum tax levy, and (iii) upon approval, the expenditures are monitored and audited by a citizens' oversight committee annually. Voter approval grants the school district the right to levy additional *ad valorem* taxes on all taxable property within its jurisdiction in order to pay debt service on the GO bonds.

On November 8, 2016, the voters of the School District approved Measure D, which authorized the issuance of \$142,500,000 in GO bonds. Of the \$142,500,000, authorized, \$107,181,809 has been earmarked for the construction of new school facilities. However, in addition to the Future Units listed in Table 2, the School District will experience growth beyond the next five (5) years. Therefore, the potential GO bond proceeds available must be apportioned between Future Units and residential units to be constructed beyond the next five (5) years. Based on information obtained from the Southern California Association of Governments ("SCAG"), the School District could experience an additional 10,462 residential units to be constructed through calendar year 2035. This number includes Future Units and residential units to be constructed beyond the next five (5) years.

Apportioning the \$107,181,809 in earmarked proceeds between students generated from Future Units and units to be constructed beyond the next five (5) years results in \$14,827,984 of proceeds being available to reduce the impact of students generated from Future Units over the next five (5) years. This potential funding will be discussed further below.

3. Redevelopment Pass-Throughs

California redevelopment law allows school districts to share in tax increment income via pass-through agreements with local redevelopment agencies. The passage of AB X1 26 eliminated redevelopment agencies as of February 1, 2012, and replaced them with successor agencies. Though redevelopment agencies have been eliminated, local educational agency's pass-through entitlements remain.

The School District currently has pass-through agreements with the City of Oxnard. Over the last five (5) years, the School District has collected approximately \$1,574,290 in redevelopment revenue from these pass through agreements. A similar amount of redevelopment revenue can be expected to be received over the next five (5) years. At this time, \$1,574,290 is considered to be available as potential funding for school facilities to house students generated from Future Units.

4. Community Facilities Districts

The Mello-Roos Community Facilities Act provides an alternative method for public agencies to fund facilities with useful lives of five (5) years or more. The Community Facilities District ("CFD") is a financing entity through which a local government is authorized to levy special taxes to pay debt service on issued bonds or to pay for the direct construction of facilities. A two-thirds vote of the qualified voters is required to form the CFD.

The School District has not formed any CFDs to date.

5. School Fees

Sections 17620 *et seq.* of the Education Code gives school districts the authority to collect statutory school fees ("School Fees") from commercial and industrial development if a justification study is prepared and certain nexus findings are made. Section 65995.5(c)(2) requires the School District to identify and consider Local Funds, which includes commercial/industrial School Fees, and to subtract such funds from the total impact created by Future Units, if such Local Funds are available.

The School District currently collects such fees in the amount of \$0.37 per square foot. In the previous five (5) years, the School District collected approximately \$520,734 in School Fees from commercial/industrial development. A similar amount of commercial/industrial School Fees can be expected to be received over the following five (5) years. This potential funding will be discussed further below.

6. Identification of Existing Surplus Local Funds

As stated in Section III.B, the School District currently has 265 unhoused students from existing residential units. Based on per-student costs calculated in Exhibit E, these existing unhoused students have a cost impact to the School District of \$20,160,140.

Over the next five (5) years, the School District will also need to construct school facilities to house students to be generated from Future Units. Using per-student costs calculated in Exhibit E, providing adequate school facilities to the 385 Projected Unhoused Students identified in Section III.C will have a cost of \$23,605,756. Table L-1 shows a summary of the school facilities needs of the School District.

**Table L-1
Identification of School Facilities Needs (2017\$)**

Item	Amount
Current Unhoused Student Impact	\$20,160,140
Future Unhoused Student Impact	\$23,605,756
Total	\$43,765,896

As stated above, the School District has identified the following local funds: (i) a potential for \$1,574,290 in funding from redevelopment pass-through agreements, and (ii) potential commercial/industrial school fees in the amount of \$520,734 and (iii) potential GO bond proceeds in the amount of \$14,827,984. In addition, the School District also plans to pursue State funding for the construction of school facilities to adequately house students generated from existing residential development and Future Units. Based on the current per-pupil grant amounts established by the State and the School District's site costs, the 265 existing unhoused students would generate \$8,135,080 in State funding and the 385 Projected Unhoused Students would generate \$10,342,091 in State funding. Additionally, based on Table 14 of the Analysis, the School District can expect to receive \$10,342,091 from Alternative No. 2 Fees on new residential development. Table L-2 summarizes potential funding sources to fund the school facilities needs identified in Table L-1.

**Table L-2
Identification of Local Funds (2017\$)**

Item	Amount
GO Bond Proceeds	\$14,827,984
Projected Redevelopment Revenues	\$1,574,290
Projected Commercial/Industrial School Fees	\$520,734
State Funding for Current Unhoused Students	\$8,135,080
State Funding for Projected Unhoused Students	\$10,342,091
Projected Alternative No. 2 Fees	\$10,342,091
Total	\$45,742,270

As shown in Table L-3, when considering the current and future school needs of the School District, there is currently a \$1,976,374 funding credit. Therefore, the School District does have surplus funds available to offset the cost impact of Future Units.

**Table L-3
Identification of Funding Shortfall (2017\$)**

Item	Amount
School Facilities Needs	\$43,765,896
Local Funding Sources	(\$45,742,270)
Remaining Funding Credit	(\$1,976,374)

EXHIBIT M

Calculation of Additional Grants for General Site Development

OXNARD SCHOOL DISTRICT

General Site Development Grant per Student Calculation

1. Calculation of Additional Grant Amount as a percentage of Base Per-Pupil Grant at Each School Level

School Level	Base Per-Pupil Grant ^[1]	Percent	Additional Grant
Elementary School	\$11,303	6.00%	\$678
Intermediate School	\$11,983	6.00%	\$719

[1] Includes Automatic Fire Detection/Sprinkler Grant.

2a. Calculation of Total Grant Amount for a New School Facility at Each School Level

School Level	Grant per New Usable Acre	Site Size	Grant per School Facility
Elementary School	\$18,073	10.6	\$191,574
Intermediate School	\$18,073	28.8	\$520,502

2b. Calculation of Grant Amount per Student at Each School Level

School Level	Grant per School Facility	Facility Capacity	Grant per Student
Elementary School	\$191,574	750	\$255
Intermediate School	\$520,502	1,200	\$434

3. Determination of Total Grant per Student for General Site Development at Each School Level

School Level	Additional Grant as a percentage of Base Per-Pupil Grant	Grant per Student	Total Grant for General Site Development
Elementary School	\$678	\$255	\$933
Intermediate School	\$719	\$434	\$1,153

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/19/17

- A. Preliminary Study Session: _____
- B. Hearing: X
- 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 1st Reading _____ 2nd Reading _____

Public Hearing Re: Adoption of Resolution #16-27 and Approval of Agreement #16-254 with EMCOR Services Mesa Energy Systems Inc. for HVAC Design Build Services – Prop 39 (Cline/Fateh)

The District’s energy consultant, Cumming, prepared energy audits and provided design recommendations for Proposition 39 Energy Conservation and Energy Efficiency projects. Government Code 4217 allows school districts to use design-build contract procurement for design and implementation of energy conservation and efficiency projects. On December 7, 2016, the Board authorized staff to release an RFQ/RFP for the selection of design-build contractors to design and implement work recommended by Cumming, as part of the State of California Proposition 39 Clean Energy Jobs Act program. RFQ/RFP #16-51 for HVAC was released on or about February 13, 2017. Two design-build firms submitted responses to the RFQ/RFP on Monday, March 6, 2017. Through a predetermined best value selection process, EMCOR Services Mesa Energy Systems Inc., who submitted the lowest bid in the amount of \$1,544,442.00, was selected as the most qualified and successful bidder. The work includes upgrade of HVAC systems at four (4) school sites in order to increase energy efficiency in accordance with the Prop 39 guidelines.

FISCAL IMPACT

Not to exceed \$1,544,442.00 – Prop 39 Funds

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees adopt Resolution #16-27 and approve Agreement #16-254 with EMCOR Services Mesa Energy Systems Inc. to provide HVAC Design-Build Services at four (4) school sites in the amount not to exceed \$1,544,442.00.

ADDITIONAL MATERIAL

Attached: Resolution #16-27 (3 Pages)
Agreement #16-254, EMCOR Services Mesa Energy Systems Inc. (2 Pages)

RESOLUTION #16-27

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO ENTER INTO AGREEMENT #16-254, ENERGY CONSERVATION SERVICES CONTRACT WITH EMCOR SERVICES, MESA ENERGY SYSTEMS FOR DESIGN, INSTALLATION, AND COMMISSIONING OF HVAC DESIGN-BUILD SERVICES AT FOUR (4) SCHOOL SITES RFQ/RFP No. 16-51
(Government Code sections 4217.10, et seq.)

WHEREAS, Government Code section 4217.10, et seq., authorizes a public agency to enter into an energy service contract with respect to an energy conservation project on terms that the public agency's Governing Board determines that it is in the best interest of the public agency and if the Governing Board finds that the anticipated cost to the public agency for the energy conservation services measures will be less than the anticipated marginal cost to the district in the absence of those purchases; and

WHEREAS, the California Clean Energy Jobs Act was created with the approval of Proposition 39 in the November 2012 statewide general election; under the initiative, up to \$550 million annually for the next five (5) years is available to be appropriated by the Legislature for eligible projects to improve energy efficiency and expand clean energy generation; and

WHEREAS, the District requested Proposition 39 funding by submitting an energy expenditure plan application to the California Energy Commission (CEC); and

WHEREAS, in response to the Request for Qualifications and Request for Proposals for Clean Energy Jobs Act Proposition 39 HVAC Design-Build Services at Four (4) School Sites RFQ/RFP No. 16-51, the District received a total of two (2) proposals that were due at 2:00 pm on March 6, 2017, a committee comprised of five (5) members reviewed, evaluated, and scored all proposals using the following components: Proposal Completeness 5%, Firm Information/Safety EMR/Financials 15%, Prior Relevant Experience 15%, Proposed Design 25%, and Price 40%; and

WHEREAS, based upon the Energy Analysis and presentation by District staff and its consultants, the cost to the District for EMCOR Services Mesa Energy Systems to provide and install the Energy Conservation Measures will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Measures; and

WHEREAS, EMCOR Services Mesa Energy Systems has represented to the District certain procedures for the design and installation of energy conservation measures as defined in Government Code section 4217.11; and

WHEREAS, the District has determined that the District's payment to EMCOR Services Mesa Energy Systems is anticipated to be offset by below-market energy purchases or other benefits provided under the terms of an energy conservation services design, installation, and commissioning contract with EMCOR Services Mesa Energy Systems ("Contract") pursuant to Government Code section 4217.12(a)(2); and

WHEREAS, on April 19, 2017, pursuant to Government Code section 4217.10 *et. seq.*, the Board held a public hearing at a regularly scheduled Board meeting, with respect to the District entering into an energy service contract; and

WHEREAS, the district desires to enter into an energy service contract with EMCOR Services Mesa Energy Systems to provide, install, and maintain the Energy Conservation Measures pursuant to the terms and conditions of the Contract.

NOW, THEREFORE, the Governing Board of the Oxnard School District FINDS, DECLARES, RESOLVES and ORDERS as follows:

1. The district held a public hearing on April 19, 2017 at a regularly scheduled meeting of the Board for which notice was advertised on March 22, 2017.

2. The District was notified on July 25, 2016 that the CEC approved the District's 2015/16 Energy Expenditure Plan in the total amount of \$3,158,499.24. which will fund the energy service contract.

3. Pursuant to Government Code section 4217.12, the anticipated cost to the District for the energy conservation measures under the proposed energy service contract with EMCOR Services Mesa Energy Systems will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of these measures.

4. The District's payment to EMCOR Services Mesa Energy Systems is anticipated to be offset by below-market energy purchases or other benefits provided under the Contract.

5. Based upon all available information, including but not limited to evaluations and analysis of EMCOR Services Mesa Energy Systems and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interest of the district to enter into an energy service contract with EMCOR Service Mesa Energy Systems.

6. The District's superintendent and designees are authorized to enter into Agreement #16-254, an energy service contract with EMCOR Services Mesa Energy Systems to take all steps and perform all actions necessary to enter into an energy service contract, and to take any actions deemed necessary to protect the interests of the district.

This resolution shall take effect upon its adoption.

ADOPTED, SIGNED and APPROVED this 19th day of April, 2017.

BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT:

By _____
President

ATTEST:

Clerk of the Board of Trustees

STATE OF CALIFORNIA)
)ss.
COUNTY OF VENTURA)

I, _____, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 19th day of April, 2017, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By _____
Clerk of the Board of Trustees of the
Oxnard School District

SECTION 00310

AGREEMENT #16-254

THIS AGREEMENT is made this 19th day of April, 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 EMCOR Services Mesa Energy Systems Inc., hereinafter called the "Contractor", with a principal place of business located at 2 Cromwell, Irvine, CA 92618.

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:

RFQ/RFP #16-51
HVAC Design-Build Services at Four (4) School Sites

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 within **ONE HUNDRED TWELVE (112) CONSECUTIVE CALENDAR DAYS** beginning **Friday, April 21, 2017** and ending **Friday, August 11, 2017**. 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 Million Five Hundred Forty-Four Thousand Four Hundred Forty-Two Dollars and No Cents (\$1,544,442.00). 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

**EMCOR SERVICES MESA
ENERGY SYSTEMS INC.**

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: 4/19/17

- A. Preliminary Study Session: _____
- B. Hearing: X
- 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 1st Reading _____ 2nd Reading _____

Public Hearing Re: Adoption of Resolution #16-28 and Approval of Agreement #16-255 with ReGreen, Inc. for Lighting Retrofit Services – Prop 39 (Cline/Fateh)

The District’s energy consultant, Cumming, prepared energy audits and provided design recommendations for Proposition 39 Energy Conservation and Energy Efficiency projects. Government Code 4217 allows school districts to use design-build contract procurement for design and implementation of energy conservation and efficiency projects. On December 7, 2016, the Board authorized staff to release an RFQ/RFP for the selection of design-build contractors to design and implement work recommended by Cumming, as part of the State of California Proposition 39 Clean Energy Jobs Act program. RFQ/RFP #16-52 for Lighting Retrofit Services was released on or about February 13, 2017. Two firms submitted responses to the RFQ/RFP on Wednesday, March 8, 2017. Through a predetermined best value selection process, ReGreen, Inc., who submitted the lowest bid in the amount of \$1,261,917.53, was selected as the most qualified and successful bidder. The work includes Lighting Retrofit services at nineteen (19) school sites in order to increase energy efficiency in accordance with the Prop 39 guidelines.

FISCAL IMPACT

Not to exceed \$1,261,917.53 – Prop 39 Funds

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees adopt Resolution #16-28 and approve Agreement #16-255 with ReGreen, Inc., to provide Lighting Retrofit Services at nineteen (19) district sites in the amount not to exceed \$1,261,917.53.

ADDITIONAL MATERIAL

Attached: Resolution #16-28 (3 Pages)
Agreement #16-255, ReGreen, Inc. (2 Pages)

RESOLUTION #16-28

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO ENTER INTO AN ENERGY SERVICE CONTRACT WITH REGREEN, INC. FOR DESIGN, INSTALLATION, AND COMMISSIONING OF LIGHTING RETROFIT SERVICES AT NINETEEN (19) DISTRICT SITES
(Government Code sections 4217.10, et seq.)

WHEREAS, Government Code section 4217.10, et seq., authorizes a public agency to enter into an energy service contract with respect to an energy conservation project on terms that the public agency's Governing Board determines that it is in the best interest of the public agency and if the Governing Board finds that the anticipated cost to the public agency for the energy conservation services measures will be less than the anticipated marginal cost to the district in the absence of those purchases; and

WHEREAS, the California Clean Energy Jobs Act was created with the approval of Proposition 39 in the November 2012 statewide general election; under the initiative, up to \$550 million annually for the next five (5) years is available to be appropriated by the Legislature for eligible projects to improve energy efficiency and expand clean energy generation; and

WHEREAS, the District requested Proposition 39 funding by submitting an energy expenditure plan application to the California Energy Commission (CEC); and

WHEREAS, in response to the Request for Qualifications and Request for Proposals for Clean Energy Jobs Act Proposition 39 LIGHTING RETROFIT SERVICES AT NINETEEN (19) DISTRICT SITES (RFQ/RFP No. 16-52), the District received a total of three (3) proposals that were due at 2:00 pm on March 8, 2017, one (1) proposal was rejected due to arriving after the deadline and a committee comprised of four (4) members reviewed, evaluated, and scored all proposals using the following components: Proposal Completeness 5%, Firm Information/Safety EMR/Financials 15%, Prior Relevant Experience 15%, Design 10%, Project Schedule Accuracy 15%, and Price 40%; and

WHEREAS, based upon the Energy Analysis and presentation by District staff and its consultants, the cost to the District for ReGreen, Inc. to provide and install the Energy Conservation Measures will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Measures; and

WHEREAS, ReGreen, Inc. has represented to the District certain procedures for the design and installation of energy conservation measures as defined in Government Code section 4217.11; and

WHEREAS, the District has determined that the District's payment to ReGreen, Inc. is anticipated to be offset by below-market energy purchases or other benefits provided under the terms of an energy conservation services design, installation, and commissioning contract with ReGreen, Inc. ("Contract") pursuant to Government Code section 4217.12(a)(2); and

WHEREAS, on April 19, 2017, pursuant to Government Code section 4217.10 *et. seq.*, the Board held a public hearing at a regularly scheduled Board meeting, with respect to the District entering into an energy service contract; and

WHEREAS, the district desires to enter into an energy service contract with ReGreen, Inc. to provide, install, and maintain the Energy Conservation Measures pursuant to the terms and conditions of the Contract.

NOW, THEREFORE, the Governing Board of the Oxnard School District FINDS, DECLARES, RESOLVES and ORDERS as follows:

1. The district held a public hearing on April 19, 2017 at a regularly scheduled meeting of the Board for which notice was advertised on March 22, 2017.
2. The District was notified on July 25, 2016 that the CEC approved the District's 2015/16 Energy Expenditure Plan in the total amount of \$3,158,499.24. which will fund the energy service contract.
3. Pursuant to Government Code section 4217.12, the anticipated cost to the District for the energy conservation measures under the proposed energy service contract with ReGreen, Inc. will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of these measures.
4. The District's payment to ReGreen, Inc. is anticipated to be offset by below-market energy purchases or other benefits provided under the Contract.
5. Based upon all available information, including but not limited to evaluations and analysis of ReGreen, Inc. and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interest of the district to enter into an energy service contract with ReGreen, Inc.
6. The District's superintendent and designees are authorized to enter into Agreement #16-255, an energy service contract with ReGreen, Inc., to take all steps and perform all actions necessary to enter into an energy service contract, and to take any actions deemed necessary to protect the interests of the district.

SECTION 00310

AGREEMENT #16-255

THIS AGREEMENT is made this 19th day of April, 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 ReGreen, Inc., hereinafter called the “Contractor”, with a principal place of business located at 120 Standard Street, El Segundo, CA 90245.

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:

RFQ/RFP No. 16-52
Lighting Retrofit Services at Nineteen (19) District Sites

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 within **ONE HUNDRED SIXTY-ONE (161) CONSECUTIVE CALENDAR DAYS** beginning **Friday, April 21, 2017** and ending **Friday, September 29, 2017**. 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 Million Two Hundred Sixty-One Thousand Nine Hundred Seventeen Dollars and Fifty-Three Cents (\$1,261,917.53). 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

REGREEN, INC.

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

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

March 9, 2017

Dr. Cesar Morales, Superintendent
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

Dear Cesar,

During the week of March 2, 2017, the Oxnard Educators Association donated two to three new hardcover and/or paperback books to each school library in the Oxnard School District in honor of Read Across America 2017. As teachers, we believe that reading is a joyous experience that broadens the horizons and enriches the lives of our students. The teachers of the Oxnard School District are delighted to have spent approximately \$1,000 providing new books for our students' enjoyment. Please advise the Oxnard School District Board of Trustees of this donation.

Sincerely,



Robin Lefkovits, President
Stacie Thurman, Vice President
Oxnard Educators Association

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

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

Approval of Agreement #16-250 – Oxnard Performing Arts & Convention Center (Freeman/Bond)

This agreement is for the “Haydock Academy of Arts & Sciences Spring Showcase 2017” which will be held at the PAC on Thursday, June 8, 2017 from 6:00pm – 8:00pm.

FISCAL IMPACT:

Not to Exceed \$1,513.00 – School Site Funds-Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Haydock Academy of Arts & Sciences, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-250 with the Oxnard Performing Arts & Convention Center.

ADDITIONAL MATERIALS:

Attached: Agreement #16-250, Oxnard Performing Arts & Convention Center (12 Pages)
Certificate of Insurance (1 Page)

PERFORMING ARTS AND CONVENTION CENTER
 LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 19th day of April 2017, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, (“PACC”), and “Haydock Academy of Arts and Sciences”, (“Licensee”).

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater (“Theater”) as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee’s use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/ supplies and personnel:

(1) Equipment/Supplies	
(a) General Lighting	\$ <u>0.00</u>
(b) House Sound System	<u>0.00</u>
(c) Additional Microphones/ Channels	<u>0.00</u>
(d) 3 Wireless Microphones	<u>0.00</u>
(e) Stage Playback Monitors	<u>0.00</u>
 (2) Personnel	
(a) Stage Technicians	\$ <u>1,228.00</u>
(b) House Manager	<u>200.00</u>
(c) No Ushers	<u>0.00</u>
(d) Box Office	<u>0.00</u>

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee (“Executive Director”) and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Thursday June 8, 2017 1:00 PM

Moving Out: Thursday June 8, 2017 9:00 PM

Program: Thursday June 8, 2017 6:00 PM

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of \$ _____ to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	\$ _____	N/A
(2) Equipment/Supplies	_____	0.00
(3) Personnel	_____	1,488.00
(4) Insurance	_____	OWN
(5) Non-Refundable Processing Fee	_____	25.00
TOTAL	\$ _____	1,513.00

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee’s use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of "Haydock Academy Showcase". Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before 8:00 AM on the 9th day of June 2017, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by

PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's

employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the

Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee's performance of this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's duty

to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater

at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
OXNARD SCHOOL DISTRICT

Oxnard Performing Arts Center Manager

Lisa A. Franz
Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.



Addendum to Estimate Sheet

Event: Haydock Academy Showcase

Date: June 8, 2017

Time: 6:00 P.M.

Equipment Rental Fees:

\$0.00

Recap of Personnel Fees:

Stage Technicians

\$1,288.00

House Manager

\$200.00

0 Ushers

N/A

Box Office Fee

N/A

Total Personnel Fees:

\$1,488.00

Contract Total Fees:

Rental Fee

N/A

Equipment/ Supplies Fee

\$0.00

Personnel Charges

\$1,488.00

Insurance

OWN

Ticket Printing

N/A

Non-Refundable Processing Fee

\$25.00

Security Guards Fee

N/A

Total Contract Fees:

\$1,513.00

Less Deposit Paid: _____

Total Due to PACC:

\$1,513.00

Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

Prepared by: Jose Becerra/ Rental Information/ Phone: (805)766-8535



ESTIMATE ONLY

Date Proce...	Estimate #
1/25/2017	336

Bill To
O.E.S.D. Haydock Academy

Event Name
Haydock Spring Concert

Time Of Event	Date Of Event	Tech Info
6pm	6/8/2017	YES

Description	Time	Qty ...	Rate	OT ...	Amount
General Lighting, no colour, no specials, white light only.			0.00		0.00
House Sound System			0.00		0.00
Additional Microphones / Channels		7	0.00		0.00
Shure SLX 24 Wireless Handheld Microphone		3	0.00		0.00
Stage Playback Monitors (2) Mackie S215			0.00		0.00
EQUIPMENT RENTAL SUBTOTAL					0.00
Thu. 6/08/2017 Setup, Reh. Perf. & Strike					
Stage Technical Director	1p - 9p	8	28.00		224.00
Lighting Technician	1p - 9p	8	19.00		152.00
Sound Technician (2ea)	1p - 9p	16	19.00		304.00
Stagehand / Flys (3ea)	1p - 9p	24	19.00		456.00
Stage Desk / Curtain Op	1p - 9p	8	19.00		152.00
STAGE TECHNICAL LABOR SUBTOTAL					1,288.00
(WVEQ#345##)					

Brad McElmurry Technical Director	PACC Does Not Provide Ladders/ Please Do Not Affix Signs To Painted Surfaces:	Total	\$1,288.00
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2016

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).

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Mirna Hubbs PHONE (A/C, No, Ext): (805) 585-6739 E-MAIL ADDRESS: mhubbs@tolmanandwiker.com	FAX (A/C, No): (805) 585-6200
	INSURER(S) AFFORDING COVERAGE	
INSURED Oxnard School District attn: Norma Magana 1051 South "A" Street Oxnard CA 93030	INSURER A: VCSSFA	
	INSURER B: United Educators Insurance	
	INSURER C: Safety National Casualty Co	
	INSURER D: Wesco Insurance Company	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 16/17 GL/AU/XS/WC **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 INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CA School Form SIR		VCSSFA LCM 2016-2017	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Self Insured Retention \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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		VCSSFA LCM 2016-2017	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
B			RCN20160359501	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SP4055164	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <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 below:					
D	Excess Workers' Comp		WPP1103802 03	7/1/2016	7/1/2017	BUFFER LIMIT \$400,000
A	Workers Compensation		WCM 2016-2017	7/1/2016	7/1/2017	SIR \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As respects to General Liability: The Certificate Holder is the Additional Insured as respects use of premises during the 7/1/2016-7/1/2017 policy term per endorsement VCSSFAAI2.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard Performing Arts and Convention Cen
 800 Hobson Way
 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

Dennis Corte/MIRNAH

Dennis W. Corte

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-251 – Art Trek Inc. (Freeman/Thomas)

Art Trek Inc. will provide one (1) instructor to provide enrichment to two (2) groups of 25 students on Saturdays, and will provide professional development for the pilot summer school program during the Summer of 2017. This will be available to all schools in the Oxnard School District.

FISCAL IMPACT:

Not to Exceed \$20,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-251 with Art Trek Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-251, Art Trek Inc. (1 Page)

OSD AGREEMENT #16-251

ART TREK, INC.

A 501 (C) (3) non-profit organization
Oxnard District Programs
Spring/Summer 2017



This Agreement for Instructional Services, effective between [Oxnard School District](#), with its address at [1051 South A Street, Oxnard, CA 93030](#) and [Art Trek, Inc.](#), with its principal office at [703 Rancho Conejo Blvd. Newbury Park, CA 91320](#).

Oxnard School District finds that **ART TREK** is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES: Art Trek shall provide the following services to your school:

1. Saturday Program: Designed to support English Learners activities will incorporate vocabulary, writing and oral presentation

Oxnard shall pay 4 hours (\$90 per hour) per teacher, per school for two 90-minute classes.

Total of \$360 per teacher per school per Saturday.

2. Professional Development for Summer School Teachers for Science and Writing Camp.
Up to 10 staff trained for eighteen 40-minute art classes.
5.5 hour kick off workshop June 2017 for \$1500*

*Materials only provided for workshop by Art Trek with student materials provided by Oxnard.
Additional fee to be charged if Art Trek provides materials for the students.

INVOICING:

Invoicing shall be once a month after the completion of the last class or workshop for that month.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can proceed.

Nan Young- Director

Date

Lisa A. Franz, Dir. of Purchasing

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-253 – Mad Science of Los Angeles (Freeman/Thomas)

Mad Science will participate in our Saturday Enrichment and Pilot Summer School program to offer enrichment activities for students at schools in the Oxnard School District. Mad Science offers hands-on activities that help students understand and retain the science standards they are expected to learn for the Statewide testing. Each Mad Science scientist will work with two groups of 25 students each day of programming.

FISCAL IMPACT:

\$216,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-253 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #16-253, Mad Science of Los Angeles (1 Page)
Certificate of Insurance (2 Pages)

**AGREEMENT #16-253 BETWEEN
MAD SCIENCE AND OXNARD SCHOOL DISTRICT**

The scope of this document is to define the roles and responsibilities of Mad Science (Consultant) in providing workshops and activities for the Schools in Oxnard School District (OSD).

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 for the students enrolled in OSD. Both the Consultant and OSD, 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 lessons from their “NASA”, “Bricks”, “ASP” and other curriculums.
 - b. Each instructor/scientist will provide two sessions totaling one and one half hours each for a sum total of 3 hours of instruction per day.
 - c. Each instructor/scientist will be part of a team that involves staff from Oxnard School District.
 - d. Provide pre and post presentation activities to be completed by participating students.
 - e. Coordinate lessons and program themes with Oxnard School District.
 - f. Certify that presenters have been fingerprinted and TB tested.
 - g. Carry and maintain insurance that conforms to the district requirements for liability, workers’ compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
 - i. Provide classrooms and facilities for lessons and activities.
 - ii. Compensate Mad Science at a rate of \$400 per day per Mad Science instructor.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented April 20, 2017 to July 31, 2017.

For Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For Mad Science:

Lisa Balmain-Nadasdy, Sales Representative
[Mad Science of Los Angeles](http://www.madscience.org/losangeles)
Sparking, Imaginative, Learning
15815 Monte St. Unit 101
Sylmar, CA 91342
Phone: 818-803-5135
Fax: 818-909-6771
<http://www.madscience.org/losangeles>

Date



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).

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

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.

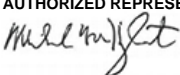
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT 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	AUTOMOBILE LIABILITY <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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

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>Name Of Additional Insured Person(s) Or Organization(s): 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: Robin Freeman

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-258 – Mad Science of Los Angeles (Freeman/Anguiano)

Mad Science of Los Angeles will offer 4 assemblies for students in all grades at Ritchen Elementary School. The Physical Science assemblies are in alignment with our Focus Strand of Science and Technology and the Next Generation Science.

FISCAL IMPACT:

\$1,700.00 – Site Allocated General Fund – Non-Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Ritchen School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-258 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-258, Mad Science of Los Angeles (1 Page)
Certificate of Insurance (2 Pages)

**AGREEMENT/MOU #16-258 BETWEEN
MAD SCIENCE AND OXNARD SCHOOL DISTRICT
FOR SCHOOL ASSEMBLIES
FOR EMILIE RITCHEN SCHOOL**

The scope of this document is to define the roles and responsibilities of Mad Science in providing lessons and activities for Ritchen Elementary School in the Oxnard School District (OSD). The purpose is to provide Mad Science assemblies for students at Ritchen Elementary School.

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 for the students at Ritchen Elementary School. 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 two (2) assemblies with a theme for students “Up, Up and Away” on April 25, 2017 at 9:00 am and 10:20 am.
 - b. Provide two (2) assemblies with a theme for students “Marvels of Motion” on June 6, 2017 at 9:00 am and 10:20 am.
 - c. Certify that presenters have been fingerprinted and TB tested.
 - d. Carry insurance that conforms to the district requirements for liability, worker’s compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
 - a. Compensate Mad Science for four (4) assemblies at Ritchen Elementary School at the following rates:

Up, Up and Away, two (2) assemblies:	\$ 850.00
Marvels of Motion, two (2) assemblies:	<u>\$ 850.00</u>
TOTAL:	\$1700.00

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented April 25, 2017 through June 6, 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
Sparking, Imaginative, Learning
15815 Monte St. Unit 101
Sylmar, CA 91342
Phone: 818-909-6777
Fax: 818-909-6771
<http://www.madscience.org/losangeles>

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>Name Of Additional Insured Person(s) Or Organization(s): 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: Robin Freeman

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-259 – Oxnard College (Freeman/Wennes)

This agreement is for Lemonwood School's 8th Grade Promotion ceremony which will be held at the Performing Arts Theatre at Oxnard College, on Wednesday, June 14, 2017 at 12:00pm. The ceremony will be held at Oxnard College due to site construction currently occurring at Lemonwood School.

FISCAL IMPACT:

Not to Exceed \$505.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-259 with Oxnard College.

ADDITIONAL MATERIALS:

Attached: Agreement #16-259, Oxnard College (9 Pages)
Confirmation Invoice (1 Page)

OSD AGREEMENT #16-259
Ventura County Community College District
Application and permit for use of College Facilities
Under Ed Code 82537-82548 – Civic Center

↑ VENTURA COLLEGE
Civic Center Office
4667 Telegraph Road
Ventura, Ca 93003
805-654-6400 Ext 2232

↑ MOORPARK COLLEGE
Business Services Office
7075 Campus Road
Moorpark, Ca 93021
805-378-1400 Ext 1878

OXNARD COLLEGE
Civic Center Office
4000 So Rose Ave.
Oxnard, Ca 93033
805-986-5822

Submit completed form to campus the event is being held

Name of Organization _____

Address of Organization _____

Organization Phone Number _____ Organization Email: _____

Name of Person Submitting Application _____ Email: _____

Relationship to Organization: _____ Phone Number: _____

<u>Facility</u>	<u>Day/Dates</u>	<u>Hours of use</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Description of Event: _____

Will admission be charged for event: No Yes – Amount to be charged \$ _____

Expected Attendance (includes audience, participants and performers) _____

The proceeds will be used for _____

The following special arrangements are requested _____

Required Certification:

1. Applicant hereby agrees to indemnify, defend, and hold the Ventura County Community College District, its Board of Trustees, the individual members thereof, and all district officers, agents and employees free and harmless from any and all claims, losses, damages, liability, cause of action and demands, including reasonable attorney fees and costs, or expenses that may arise during or be caused in any way by such use or occupancy of school property. Applicant further states that he has read the rules and regulations on the reverse side of this application and agrees to abide by and enforce the same.
2. The District assumes no liability or responsibility for any personal property of applicant or of its employees, agents, representatives, guests, or invitees, brought on to the premise during the term of this agreement.
3. The undersigned, as a duly authorized representative of the Organization, states that to the best of his/her knowledge the school property for use of which application is hereby made will not be used for any unlawful means.
4. Any change in this agreement shall be made in writing at least five (5) working days prior to date of event and is subject to District approval.

5. Applicant shall deliver the required Certificate of Insurance and Additional Insured Endorsement at least two weeks in advance of the facility use, or the facility permit will automatically be canceled.
6. By my signature below, I acknowledge that I am authorized on behalf of the Organization and bind the Organization to the terms of this Agreement. I understand and agree to all terms, conditions, rules and regulations in this agreement.

Applicant: Oxnard School District

College Vice President, Business Services
or designee

Signature Date
Lisa A. Franz
Director, Purchasing

Signature Date

Rates/Charges:

- VCCCD Sponsored event (no charge)** **Group 1** **Group 2**

Estimated Charges:

Other Charges

Facility Use	\$ _____	Custodial	\$ _____	_____	\$ _____
Grounds	\$ _____	Lighting	\$ _____	_____	\$ _____
Audio Visual	\$ _____	Security	\$ _____	_____	\$ _____

Total Estimated Charges \$ _____

Deposit Due \$ _____

Date Received _____

Additional Payment: \$ _____

Date Received _____

Additional Payment \$ _____

Date Received _____

Total Final Charges \$ _____ Balance Due \$ _____ Date Received _____
(To Be Determined after event)

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
RULES, REGULATIONS AND POLICIES REGARDING THE USE OF COLLEGE FACILITIES**

Fire and Safety Regulations

1. At no time will there be more persons admitted to the auditorium, classrooms or other assembly rooms that the legal seating capacity will accommodate.
2. Flammable decorations, including stage scenery, will be fire resistant or flame proofed in accordance with the requirements of the State Health and Safety Code.
3. No device, which produces flame, sparks, smoke, and explosives, will be used in the auditorium, classrooms, or assembly rooms.

General Rules

1. Sections 82537-82548 of the Education Code of the State of California provide the basis for these rules and are hereby incorporated in this application even though not herein duplicated.
2. The applicant will be a member of the organization, society, or group requesting the use of college facilities; and unless he is an officer of such group, he will present written authorization from the appropriate officers of the group to make such applications. The applicant and signature on the form must be from an adult, at least 18 years of age or order.
3. The applicant will state the date of the use requested, the hour of opening and closing, the names of the speaker or speakers, the topic of discussion, the title and nature of the entertainment (if entertainment), the name of the organization for which the application is made, and the name of the owner, producer, or controlling agency if other than the applicant.
4. Deposits may be required in order to reserve college facilities. Deposits may be refundable with a minimum of a two week cancellation notice. Non-refundable deposits may be required for use of theatres and athletic facilities.
5. The remainder of any unpaid fees, as determined after the last scheduled event, is due in full to the District within seven business days.
6. Use and occupancy of college property will be primarily for public school purposes. Any authorized use of occupancy of the property for other than public school purposes will be secondary and subordinate to this primary purpose.
7. Permits for recreational use of facilities after regular school hours will be determined by mutual agreement with the appropriate college administrator.
8. Any permit may be revoked without previous notice where conflicted dates have resulted, or where need of the property for public school purposes have subsequently developed. For other causes, permits may be revoked at any time upon reasonable notice.
9. This permit is not transferable and may not be assigned to any other agency.
10. No permit will be issued to extend later than 12 o'clock midnight.
11. Juvenile organizations must have adequate adult sponsorship and supervision.
12. Each organization will properly supervise people on the stage and in the audience.
13. College employees in charge of events will have the power of a peace officer to carry out the provision and intents and purposes of the chapter; or in the absence of a college employee, the District police have the power to carry out the provision and intents and purposes of the Education Code 82537-82548.
14. Smoking will be permitted only in designated areas. Intoxicants or narcotics will not be used, nor will profane language, quarreling or gambling be permitted. Violations of this rule or any other rule on this form during occupancy will be sufficient cause for denying further use of college premises to the organization.
15. The program offered during the use of any school premises will at no time contain matter which might tend to cause a breach of the peace, or which constitutes subversive doctrine or seditious utterances, or which agitates for changes in our form of government or social order by violence or unlawful methods.
16. College furniture, equipment or apparatus will not be moved or displaced by any applicant without permission from, and under the supervision of, the college district employee in charge.
17. When the stage is to be used, equipment and personnel are to be furnished by the college and appropriate charges will be made.
18. If free use is granted as provided in the Civic Center Act, the meeting will be nonexclusive and will be open to the public.
19. A public school district will not make any appropriation or pay from any public funds whatsoever, or grant anything to or in aid of any religious sect, church, creed, or sectarian purpose.
20. No sectarian or denominational doctrine may be taught or instructions thereon be permitted, directly or indirectly, in a public school, except for on a temporary basis where the church or organization has no suitable meeting place for the conduct of these services. (ED 82542)

21. The administrator in charge of scheduling facilities, or his/her designated representative, is authorized to issue all permits for the use and occupancy of school property by authorized individuals, groups, or organizations, during non-school hours.
22. A certificate of insurance and Additional Insured endorsement shall be submitted to the college no less than two weeks prior to event.
23. Large events or events that could be potentially high risk, may require additional insurance, and terms and conditions than those stated in the Civic Center Application, Rules, Regulations and Policies.

Rules and Regulations Governing the Use of College Facilities for Public Purposes (Per Ed Code §82537-82548)

All use of college facilities for public purposes will be granted in conformance with the California Education Code.

As delegated by the chancellor, the college may grant the use of college facilities for public purposes in accordance with the rules adopted by the Governing Board.

Groups may not use college facilities for purposes which shall be inconsistent with college purposes or which will interfere with college operation.

Rental charges shall conform to the schedule adopted by the Governing Board. This schedule is subject to change at the will of the Board.

The use of college facilities shall *not* be granted to persons, firms, corporations, groups, clubs or associations:

1. Which desire the overthrow of the government of the United States or the State of California by force of violence.
2. When such use may be reasonably expected to expose the property of the district to damage through riots, mobs, or violence.
3. When such use of the property would be contrary to the best interests of the district.

Use of college property shall be under supervision of an authorized representative of the VCCCD, who shall have authority to open facilities upon presentation of the applicant's copy bearing approval of the authorized college administrator.

Smoking is not permitted on campus or in buildings except in designated areas. Intoxicants or narcotics shall not be used, nor shall profane language, quarreling, or gambling be permitted. Violations of this or any other of these regulations during occupancy shall be sufficient cause for denying further use of college premises of the organizations.

The number of people present shall not exceed the posted seating capacity for the building. This is a FIRE REGULATION. The use of any material or device, which constitutes a fire hazard, is expressly prohibited.

College facilities will be available contingent upon appropriate supervision and security as determined by the respective college. Fees for these facilities will be assessed based upon the specific needs of the organizations requesting use. Special arrangements must be made for use of equipment, supplies, etc. and appropriate charges will be made. All additional property and/or equipment not owned by the College, but provided or rented by lessee must meet all applicable city, county, state, and federal safety requirements.

MOORPARK COLLEGE

7075 Campus Road
Moorpark, CA 93021
For information contact Leanne Colvin
Phone (805) 378-1400, ext. 1878

OXNARD COLLEGE

4000 South Rose Avenue
Oxnard, CA 93033
For information contact Darlene Inda
Phone (805) 986-5813

VENTURA COLLEGE

4667 Telegraph Road
Ventura, CA 93003
For information contact
Phone (805) 654-6400 Ext. 2232

Use by religious groups for fundraising and other purposes, not religious in nature, shall be processed in the regular manner, with the Group 1 rate applied. Use of school buildings or grounds may be granted to any church or religious organization for the conduct of religious services for temporary periods where the church or organization has no suitable meeting place. Such use may be provided and charges at least equal to the fair rental value of the facilities or grounds must be levied.

Adequate adult supervision and sponsorship is required of all juvenile and youth groups requesting facilities.

Equipment, materials or supplies of any nature that is the property of the VCCCD is not to be loaned to outside organizations for use away from the college premises.

Any privilege granted by the VCCCD shall be revocable at any time by the chancellor or the respective college president, and such privilege shall be revoked when any application contains false statements or any organization or any member of the group willfully violates the rules and regulations governing the use of college facilities.

College property must be protected from damage and mistreatment and ordinary precautions of cleanliness maintained. Groups shall be responsible for returning any furniture or equipment, which has been moved from its proper place. In cases where college property has been damaged or abused beyond normal wear, the same shall be paid for by the organization involved.

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Use of Facilities

As Authorized by the
California Education
Code §82537-82548 at:



MOORPARK COLLEGE



Oxnard College



Rates Effective July 1, 2013

USE OF FACILITIES

In accordance with the provisions of the Education Code §82537-82548 the Board of Trustees of the Ventura County Community College District will grant the use of school buildings and grounds for public, literary, scientific, recreational, educational or public agency meetings for the discussion of matters of general or public interest. The terms and conditions of such use will be determined by the board-approved administrative procedures and other applicable limitations, requirements and restrictions contained in the Education Code.

TYPES OF USE

GROUP 1 - Group 1 users may include nonprofit organizations, and groups and associations organized for general educational or welfare purposes, such as:

- Off campus student clubs and organizations.
- Fundraising entertainments or meetings where admission fees charged or contributions solicited are expended for the welfare of the students of the district.
- Parent-Teachers' associations.
- School-community advisory councils.
- Campfire girls, Girl Scout and Boy Scout troops.
- Senior citizens' organizations.
- Other public agencies with reciprocal use agreements.
- Organizations, clubs, or associations organized for cultural activities and general character building or welfare purposes
- Registered political organizations are permitted to use facilities at no charge providing their presence is educational in nature and or does not interfere with the normal operations of the college. ID # Required

GROUP 2

- Churches or religious organizations using college facilities or grounds for the conduct of religious services (EC 82537 & 82542).
- Commercial (profit-making) organizations.
- Any group holding a meeting/entertainment where admission fees are charged or contributions solicited which are not expended for the welfare of VCCCD students or for charitable purposes.
- Paid petition gathering.

Insurance Requirements

The Ventura County Community College District requires that any individual, group, or organization requesting the use of district property submit a Certificate of Insurance naming the District as an additional insured with property damage and liability limits of not less than one million dollars. Higher limits of property damage or liability may be required by the District depending upon the nature and scope of activities to be performed.

Fee Schedule

(Fees are for facilities only and are subject to change without notice.)

	Group 1	Group 2
GENERAL EVENTS - Facility Charge Per Hour: (Minimum two hours unless otherwise specified):		
1. Performing Arts Center Theatre/Stage	\$150	\$270
2. Small Theater/Forum/Black Box	\$40	\$80
3. Smart Classroom (AV/Computers) and Conference rooms	\$40	\$100

Fee Schedule (continued)

Group 1

Group 2

4. Amphitheater (OC)	\$20	\$35
5. Observatory (MC)	\$50	\$100
6. Student Dining Area	\$35	\$75
<i>(Does Not Include Kitchen Facilities)</i>		
7. Choral Music Room	\$22	\$40
8. Guthrie Hall/Wright Event Center (VC)	\$40	\$75
9. Outside Quad - Table (Daily Rate)	\$20	\$40
10. TV Editing Room & Equipment (OC)	\$300	\$600
11. LRC Patio/Kitchen (VC)	\$200	\$300
12. Specialized Labs/Classrooms/Computer Labs	\$200	\$300
13. Fire Technology Simulation Room	\$200	\$300
14. Parking Lot Rental (per space)	\$2	\$2

PHYSICAL EDUCATION/ATHLETIC - Facility Charge Per Hour:

(Minimum two hours unless otherwise specified):

1. Large Gym (MC, VC, OC)	\$80	\$150
2. Small Gym (VC)	\$40	\$80
3. Dance Studio	\$40	\$80
4. Locker Room (each)	\$40	\$80
5. Football Practice Field (MC)	\$35	\$50
6. Track & Field and Football Practice Fields	\$75	\$120
7. Baseball/Softball Competition Fields	\$40	\$80
8. Baseball/Softball Practice Fields	\$20	\$40
9. Baseball/Softball Batting Cages	\$15	\$20
10. Field Hockey/Soccer Practice Fields	\$45	\$80
11. Stadium (MC, VC, OC) - ALL DAY RATE	\$450	\$800
12. Stadium (MC, VC, OC) - PER HOUR	\$150	\$325
13. Stadium (in-field only) - PER HOUR	\$75	\$120
14. Youth Size Soccer Field (OC)	\$30	\$60
15. Soccer Field (OC - Practice Fields)	\$50	\$100
16. Soccer Field (OC - Premium Competitive)	\$75	\$150
17. Golf/Driving Range	\$35	\$60
18. Golf Putting Green	\$20	\$30
19. Basketball Courts (outside/OC)	\$15	\$25
20. Volleyball Courts (outside)	\$15	\$25
21. Tennis Courts (per court)	\$15	\$20
22. Racquetball Courts (per court)	\$12	\$20

(Lighting Outdoor Facilities is an Additional Charge)

ADDITIONAL EVENT SERVICES - Facility Charge Per Hour:

(Minimum two hours unless otherwise specified):

1. Theatre/Projector/Audio System	\$15	\$15
2. Classroom Projector/Audio System	\$10	\$10
3. Portable Projector	\$50	\$50
4. Choral & Band Risers (3 steps - 6" sections) Per Day Rate	\$100	\$100
5. Teleconference Fee	\$100	\$125
6. Stadium Lights	\$80	\$80
7. Performing Arts/Theatre Audio Set-up & Use	\$50	minimum
8. Performing Arts/Theatre Lighting Set-up & Use	\$50	minimum

Event Staff, Custodial, Grounds, Security or other personnel services will be charged actual rates

Filming Fees are Negotiable

How to File for Use of Facilities

The application for use of college facilities shall be made on the forms provided by the College. An authorized representative of the group applying must certify the application.

The application must be submitted at least two weeks prior to requested date, unless waived by the college president as an emergency. Permission to use facilities will be granted only for the current semester unless and until the needs for instructional purposes for the following semester have been determined.

The application shall contain:

- The name of the organization
- Name, address, title and telephone number of the authorized representative.
- Type or purpose of the organization.
- Facilities requested and the date and time of use.
- Purpose for all admission and parking charges.

RENTAL CONDITIONS

- Proof of Insurance shall be required for all organizations using VCCCD facilities.
- Only the organization whose name is on the application is approved to use the facility.
- Parking fee of \$2.00 per day (each vehicle)
- The use of restrooms is included in each rental.
- Additional charges may be required for labor (e.g., custodial, security, etc.)
- Charges for additional equipment, preparation of athletic fields, supplies and personnel will be determined by the responsible supervisor based on the nature of the event and the facilities requested.
- The rules and regulations shall be read, and the groups must agree to hold the VCCCD harmless from any liability or damage, which may result from the use of college facilities.

PAYMENT OF FEES

*Deposits may be required in order to reserve college facilities. Deposits may be refundable with a minimum of a two week cancellation notice. Non-refundable deposits may be required for use of theatres and athletic facilities.

*Payment of fees must be made at least one week prior to the first scheduled use or permit will be cancelled.

Sample Certificate of Insurance

Facility User's Insurance Broker

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
 07/25/01

PRODUCER
 Agency Manager, Inc.
 2600 Bond Street
 University Park, IL 60468
 Phone No. 800-555-5388

Facility User, Inc.
 One Big Street
 Anytown, CA 92606

COMPANIES AFFORDING COVERAGE
 COMPANY A Tahiti Mutual Insurance Company
 COMPANY B Indemnity Insurance
 COMPANY C State Compensation Insurance Fund
 COMPANY D

Current dates are required

Name of Facility User (It should match the name as written in the Facility Use Agreement)

Claims Made or Modified Occurrence is not acceptable

The two "each occurrence" boxes should total at least as much as required in your contract

The totals in each box should be at least \$1 million

This wording should be "X"d out

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE POLICIES OF INSURANCE LISTED BELOW ARE SUBJECT TO THE POLICIES, ENDORSEMENTS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS <input type="checkbox"/>	12345678	08/01/00	08/01/01	GENERAL LIABILITY \$ 1,000,000 PRODUCTS COMP OR AGG \$ 1,000,000 PERSONAL & AUTO LIABILITY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 THEFT DAMAGE (Any one loss) \$ 50,000 Hired EMP (Any other persons) \$ 5,000
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 type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>	234567891	08/01/00	08/01/01	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	456789123	08/01/00	08/01/01	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR <input type="checkbox"/> INCL <input type="checkbox"/> EXCL PARTNERS/EXECUTIVE <input type="checkbox"/>	345678912	08/01/00	08/01/01	W.C. STATUS- <input type="checkbox"/> OTHER <input type="checkbox"/> TORY LIMITS \$ EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - TA EMPLOYEE \$ 1,000,000

This section should reference the job number, project name, and/or location

Location:
 Oxnard College
 4000 S. Rose Avenue
 Oxnard, CA 93033

DESCRIPTION OF OPERATIONS/LOCATIONS/EXCLUSIONS ADDED BY ENDORSEMENT(S)/SPECIAL PROVISIONS
 Certificate of Insurance provided for activities detailed in Facilities Use Agreement #12345 for events 7/20/01 - 8/20/01.
 General Liability - Certificate Holder is an Additional Insured per attached Form CG 20 10 11 85.

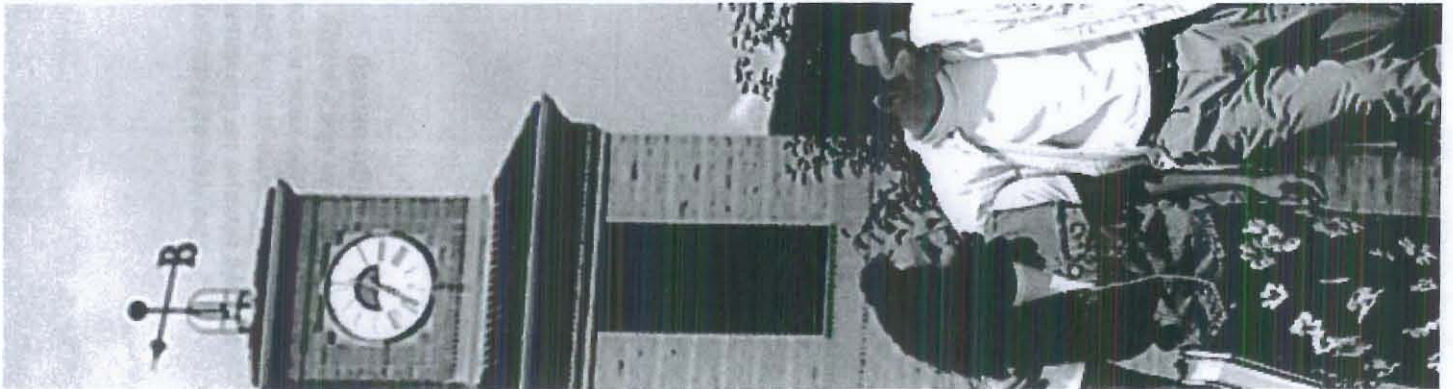
CERTIFICATE HOLDER
 Ventura County Community College District
 255 W. Stanley Ave., Suite 150
 Ventura, CA 93001

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENSURE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

ACORD 26-S (07/97) ACORD CORPORATION 1999

This should name your appropriate company entity with proper address

Signed by the Broker only



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Sample Additional Insured Endorsement

The Named Insured should always be the same as the "Insured" name on the Certificate (it should also read exactly the same as in the Facility Use Agreement)

This policy number should be the same as that listed for General Liability on the Certificate of Insurance

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
NAMED INSURED:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (Form B)

This should always reference Form B - there is a Form A, but it provides inadequate coverage

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization:

SCHEDULE

This is where all the Additional Insureds should be listed by name

Ventura County Community College District
255 W. Stanley Ave., Suite 150
Ventura, CA 93001

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional Insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured's operations, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory with the insurance provided hereunder.

It is agreed that the above policy contains a standard cross liability or severability of interest clause.

This is the standard endorsement number (CG 20-10) and 1185 edition date is required by the Facility Use / Subcontract Agreement

CG 20 10 1185

Copyright, Insurance Services Office, Inc. 1984

The primary wording, as required in the contract, is usually typed onto the Additional Insured Endorsement Here. The severability of interest clause is often typed here too



Oxnard College
 Civic Center-Facility Rentals
 4000 S. Rose Avenue
 Oxnard CA 93033
 Phone: 805-986-5813 / Fax: 805-986-5885

Confirmation Invoice

Group	Reservation: 13952
Lydia Alvara Oxnard School District 1051 South A Street Oxnard, CA 93030	Event Name: Lemonwood School Promotion Ceremony Status: Confirmed Phone: 805-385-1501 Email Address: lalvara@oxnardsd.org Event Type: Civic Center

Bookings / Details	Quantity	Price	Amount
--------------------	----------	-------	--------

Wednesday, June 14, 2017

11:30 AM - 1:30 PM Lemonwood School Promotion Ceremony (Confirmed) 2-PAB AUD Auditorium			
Academic Capacity for 300			
Room Charge: <i>2 hours @ \$150 per hour</i>	1	\$300.00	\$300.00
Fees:			
Theater Technician <i>3 hours @ \$45 per hour</i>	1	\$135.00	\$135.00
Custodial Services <i>2 hours @ \$35 per hour</i>	1	\$70.00	\$70.00
Subtotal			\$505.00
Grand Total			\$505.00

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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** 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #16-163 – Dr. Carren J. Stika (Freeman/Sugden)

At the Board meeting of December 7, 2016, the Board of Trustees approved Agreement #16-163 with Dr. Carren J. Stika to provide Independent Education Evaluator Services for the Special Education Department during the 2016-2017 academic year, in the amount not to exceed \$6,000.00.

Amendment #1 in the amount of \$24,000.00 is to cover an increase in services, bringing the total contract amount to \$30,000.00. The increase is to cover expected additional Independent Education Evaluation requests through the end of the fiscal year.

FISCAL IMPACT:

Not to exceed \$24,000.00 - 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 approve Amendment #1 to Agreement #16-163 with Dr. Carren J. Stika.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Dr. Carren J. Stika (1 Page)

**AMENDMENT #1 TO AGREEMENT #16-163 with
Dr. Carren J. Stika**

April 19, 2017

At the Board meeting of December 7, 2016, the Board of Trustees approved Agreement #16-163 with Dr. Carren J. Stika to provide Independent Education Evaluator Services with the Special Education Department during the 2016-2017 academic year, in the amount not to exceed \$6,000.00.

Amendment #1 in the amount of \$24,000.00 is to cover an increase in services, bringing the total contract amount to \$30,000.00. The increase is to cover expected additional Independent Education Evaluation requests through the end of the fiscal year.

DR. CARREN J. STIKA:

By: _____
Dr. Carren J. Stika

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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 **1st Reading** _____ **2nd Reading** _____

**Approval of Amendment #2 to Agreement #16-71 – STAR of CA, ERA ED
(Freeman/Sugden/Ridge)**

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-71 with STAR of Ca, ERA ED for classroom support and 1 to 1 behavior therapists for identified students for the 2016-2017 school year, in the amount not to exceed \$120,000.00. At the Board meeting of February 1, 2017, the Board of Trustees approved Amendment #1 in the amount of \$60,000.00 for a total agreement amount of \$180,000.00.

Amendment #2 increases Special Education funding in the amount of \$200,000.00 and Pupil Services funding in the amount of \$4,100.00 for a new total agreement amount of \$384,100.00. Amendment #2 is necessary to adjust total expected cost through the end of the fiscal year.

FISCAL IMPACT:

Not to exceed \$204,100.00 – **\$200,000.00 - Special Ed Funds**
\$ 4,100.00 - MAA Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #2 to Agreement #16-71 with STAR of CA, ERA ED.

ADDITIONAL MATERIAL(S):

Attached: Amendment #2, STAR of CA, ERA ED (1 Page)

**AMENDMENT #2 TO AGREEMENT #16-71 with
STAR of CA/ ERA ED**

April 19, 2017

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-71 with STAR of Ca, ERA ED for classroom support and 1 to 1 behavior therapists for identified students for the 2016-2017 school year, in the amount not to exceed \$120,000.00. At the Board meeting of February 1, 2017, the Board of Trustees approved Amendment #1 in the amount of \$60,000.00 for a total agreement amount of \$180,000.00.

Amendment #2 increases Special Education funding in the amount of \$200,000.00 and Pupil Services funding in the amount of \$4,100.00 for a new total agreement amount of \$384,100.00. Amendment #2 is necessary to adjust total expected cost through the end of the fiscal year.

STAR of CA/ ERA ED:

By: _____
Dr. Doug Moes, President CEO

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

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

Approval of Addendum #2 to Agreement #14-05 – School Innovations & Achievement (Freeman/Ridge)

At the Board meeting of June 4, 2014, the Board of Trustees approved Agreement #14-05 with School Innovations & Achievement (SI&A) for Attention2Attendance (A2A) services and software for each school site for the period of July 1, 2014 through June 30, 2017, in the amount not to exceed \$233,400.00. Addendum #1 was approved by the Board of Trustees on April 20, 2016 for services and software regarding the Achievement Initiative Data Release at no additional cost.

Addendum #2 in the amount of \$6,800.00, is required due to additional services and software for preparation and distribution of a Chronic Absence Letter. This brings the total annual cost for 2016-2017 to \$84,600.00.

FISCAL IMPACT:

\$6,800.00 – Gen Fund/MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Addendum #2 to Agreement #14-05 with School Innovations & Achievement.

ADDITIONAL MATERIAL(S):

Attached: Addendum #2, School Innovations & Achievement (2 Pages)



ADDENDUM TO ATTENTION2ATTENDANCE® (A2A) SERVICES & SOFTWARE AGREEMENT Between SCHOOL INNOVATIONS & ACHIEVEMENT And OXNARD SCHOOL DISTRICT

THIS ADDENDUM TO ATTENTION2ATTENDANCE® (A2A) SERVICES & SOFTWARE AGREEMENT ("Addendum") is entered into this 19th day of April, 2017, by and between Oxnard School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

WITNESSETH

WHEREAS, the Parties have previously entered into the Attention2Attendance® (A2A) Services & Software Agreement dated June 4, 2014 ("Agreement"); and

WHEREAS, the Parties desire to amend Section 2 of the Agreement to include the additional Software and Services as initialed below;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

- 1. Additional Software and Services. Software and Services are hereby amended to include the following:

Chronic Absence Letter.

Software and Services shall include the preparation and distribution of a Chronic Absence Letter as defined in the table below. For Chronic Absence Letter provided pursuant to the terms of this Addendum, and as an amount added to the Fee set forth in Section 4 of the Agreement (which collectively shall be referred to as the "Fee"), District agrees to pay SI&A \$6,800, annually.

Table with 2 columns: Letter Type, District Letter Selections. Row 1: Chronic Absence Letter, Included

- 2. Optional Software and Services. Software and Services are hereby amended to include the following:

Accept Decline

Unlimited Conference Notification Reminder Letters – Chronic Absences. X

Software and Services shall include the preparation and distribution of Unlimited Conference Notification Reminder Letters – Chronic Absences as defined in the table below. For Unlimited Conference Notification Reminder Letters – Chronic Absences provided pursuant to

the terms of this Addendum, and as an amount added to the Fee set forth in Section 4 of the Agreement (which collectively shall be referred to as the "Fee"), District agrees to pay SI&A \$6,800, annually.

Letter Type:	District Letter Selections
Unlimited Conference Notification Reminder Letters–Chronic Absences	Included

3. The Fee is payable as set forth in Section 4 of the Agreement.
4. In the event any provisions of this Addendum conflict with the provisions of the Agreement, the provisions of this Addendum shall control.
5. This Addendum, together with the Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements with respect thereto. This Agreement and Addendum cannot be changed in any manner except by written agreement signed by the Parties hereto.
6. This Addendum may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties have affixed their hands effective as of the day and year first written above.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

OXNARD SCHOOL DISTRICT

Signature: 
 Date: 2/24/2017
 Print Name: Jeffrey C. Williams
 Title: Chief Executive Officer
 Company: School Innovations & Achievement
 Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
 Phone: (800) 487-9234
 Fax: (888) 487-6441

Signature: _____
 Date: _____
 Print Name: Lisa A. Franz
 Title: Director, Purchasing
 Address: 1051 South A Street
Oxnard, CA 93030
 Phone: (805) 385-1501
 Fax: (805) 240-7582
 Email: lfranz@oxnardsd.org

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

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

Approval of Amendment # 1 to Agreement #16-52 – American Language Services (Freeman/Thomas)

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-52 with American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00.

Amendment #1 in the amount of \$10,000.00 is to cover an increase in services, bringing the total contract amount to \$15,000.00. Translation/interpreting requests have increased and the additional funds will allow parents to receive services in their language.

FISCAL IMPACT

\$10,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #16-52 with American Language Services.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, American Language Services (1 Page)

AMENDMENT #1 TO AGREEMENT #16-52
American Language Services

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-52 with American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00.

Amendment #1 in the amount of \$10,000.00 is to cover an increase in services, bringing the total contract amount to \$15,000.00. Translation/interpreting requests have increased and the additional funds will allow parents to receive services in their language.

AMERICAN LANGUAGE SERVICES:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

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

Approval of Amendment #1 to Agreement #16-123 – Generation Ready Inc. (Freeman)

At the Board meeting of September 21, 2016 the Board of Trustees approved Agreement #16-123 with Generation Ready in the amount of \$137,000.00. The district has been partnering with Generation Ready to receive support in embracing the principles of equal access and non-discriminatory practices by designing and implementing educational opportunities that are tailored to the unique needs of each student.

The actual cost for services has exceeded the original amount of \$137,000.00 and it is necessary to increase the amount via Amendment #1 by \$20,000.00 for a total cost of \$157,000.00 for services.

FISCAL IMPACT:

\$20,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #16-123 with Generation Ready Inc.

ADDITIONAL MATERIALS:

Attached: Amendment #1, Generation Ready Inc. (1 Page)

**AMENDMENT #1 TO AGREEMENT #16-123 with
Generation Ready
April 19, 2017**

At the Board meeting of September 21, 2016 the Board of Trustees approved Agreement #16-123 with Generation Ready in the amount of \$137,000.00. The district has been partnering with Generation Ready to receive support in embracing the principles of equal access and non-discriminatory practices by designing and implementing educational opportunities that are tailored to the unique needs of each student.

The actual cost for services has exceeded the original amount of \$137,000.00 and it is necessary to increase the amount via Amendment #1 by \$20,000.00 for a total cost of \$157,000.00 for services.

GENERATION READY, INC.:

By: _____
Typed Name/Title _____
Date

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing _____
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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 _____ 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-252 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

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

Students 2016-2017:

JW080310	\$ 2,310.72
AD091102	\$20,056.88

FISCAL IMPACT:

\$22,367.60 - 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 #16-252 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$22,367.60.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-252, Ventura County Office of Education (2 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **February 12, 2017** 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.

AD091102

- 7. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Foster** School a special education program operated by SUPERINTENDENT.
- 8. 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.
- 9. 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 Circumstance services throughout the school day and during transportation to and from school, 400 min daily.**

- 10. 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.
- 11. 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.
- 12. The term of this contract shall begin 2/12/2017 (IEP date), 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:	CURRENT: <u>2016-2017</u> (2/12/2017-6/30/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>20,056.88</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

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **20,056.88 for fiscal year 16-17**

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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 _____ 1st Reading _____ 2nd Reading _____

**Ratification of Agreement #16-256 – Lindamood-Bell Learning Processes
(Freeman/Sugden)**

Lindamood-Bell Learning Processes will provide 1:1 sensory-cognitive instruction services during the 2016-2017 school year.

FISCAL IMPACT:

Not to exceed \$100,000.00 - 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 Agreement #16-256 with Lindamood-Bell Learning Processes, in the amount not to exceed \$100,000.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-256, Lindamood-Bell Learning Processes (6 Pages)



INDIVIDUAL STUDENT INSTRUCTION CONTRACT

This Individual Student Instruction Contract ("Contract") is written March 22, 2017 (the "Effective Date"), between Oxnard School District ("School District") and Lindamood-Bell Learning Processes, a California corporation ("LBLP"). School District is contracting with LBLP to provide instructional services. The Santa Barbara Learning Center operated by LBLP in Santa Barbara, California shall provide the services identified in this Contract beginning on or after March 27, 2017 and terminating on or before June 30, 2017 ("Term").

Summary of Student Instruction

One-to-one instruction for a Contract total not to exceed \$100,000.00

\$89 per hour for instruction hours billed through June 30, 2017

\$40 off-site fee per hour for services provided outside of the Learning Center

1. NOTICES

All notices provided for by this Contract shall be in writing and may be delivered personally or via standard or electronic mail or via facsimile to the following addresses:

For Oxnard School District:

Amelia Sugden
1501 South A Street, Oxnard, CA 93030
Phone: 805-385-1501 x2175
Fax:
asugden@oxnardsd.org

For Lindamood-Bell Learning Processes

Deedee Beauchamp, Manager of Contracted Instruction
416 Higuera Street , San Luis Obispo, CA 93401
Phone: 805-541-3836, extension 768
Fax: 775-320-7667
deedee.beauchamp@lindamoodbell.com

Payment for services shall be mailed to:

Lindamood-Bell Learning Processes
925 De La Vina Street
Santa Barbara, CA 93101
Phone: 805-564-1854

For questions regarding instruction, scheduling and billing:

Jordan Listo, Center Manager
Stephanie Funk , Executive Center Director
jordan.listo@lindamoodbell.com
stephanie.funk@lindamoodbell.com

Unless the School District requires a signed hardcopy of this Contract prior to LBLP providing services to the Student, or the School District notifies LBLP of its preference to receive communications in paper form, it is LBLP's policy to accept and retain all records in electronic form, including signed documents transmitted via fax, email or any other electronic method.



2. CONTRACT RELATIONS

The services LBLP shall provide to the School District, and the rates payable by the School District for those services are identified above in the "Summary of Student Instruction". Changes in the administrative or financial agreements of the Contract which do not alter the agreement that outlines the Student's educational instruction, services, or placement may be made at any time during the Term, as mutually agreed in writing by LBLP and the School District.

3. INDEPENDENT STATUS

The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

4. SCHEDULING AND PAYMENT

LBLP shall submit invoices to the School District on a monthly basis for rendered instruction no later than thirty (30) days from the end of the attendance accounting period in which said services were provided. The School District shall make payment in an amount equal to the number of hours rendered multiplied by the agreed upon rate indicated above in the "Summary of Student Instruction" within forty-five (45) days of receipt of invoice(s). The School District and/or parents or guardians may reschedule a session with reasonable notice. If the session is rescheduled, the School District will not be billed for the originally scheduled instruction hour(s).

LBLP shall reserve instruction time for the Student and reserves the right to suspend or terminate services if the Student has inconsistent attendance due to unexcused absences or multiple missed instruction hours without advance notice. LBLP will notify the School District and the Student's parents or guardians in regards to any attendance concerns. Scheduled days of instruction that are cancelled without at least 24 hours advance notice will be subject to a cancellation fee of \$40 per hour.

5. PROGRAM SUPPORT AND PROGRESS UPDATES

LBLP's instruction program includes daily instruction with clinicians, consultant support for pacing, consultant interaction with parents or guardians and authorized school staff regarding student progress, and re-evaluation that will be completed near the end of instruction to review instructional gains and evaluate support and focus.

LBLP will provide a summary of Student's progress to the Student's parents or guardians, after approximately every 1 - 2 weeks of instruction. A copy of the Student's progress will also be provided to the School District. The results of a post instruction evaluation will be provided to the School District and to the Student's parents or guardians at the end of the Student's instruction Term. The School District shall notify LBLP in writing if it chooses to waive its right to a copy of the Student's progress updates and evaluation results.

6. STUDENT RECORDS AND DATA

The parties acknowledge and agree that all individual student records that are generated by the School District are intended to be confidential in nature. LBLP and its employees shall not disclose contents of any of the individual student records generated by the School District, its employees, or students, except as required by Federal or State law or court order, or with the prior written permission of the School District.



The School District may request access to the Student's instructional records and materials. LBLP shall respond to all such written requests in a reasonable period of time [not to exceed three business days]. LBLP shall provide copies of records in electronic form unless the School District requests printed copies. Student records include but are not limited to student work, documents, schedules, progress reports, evaluation results, attendance records, and invoices created specifically for or by the Student during the Term of this contract.

7. CONFIDENTIALITY AND RECORD RETENTION

Both parties acknowledge and agree to comply with all laws, rules and/or regulations, as applicable, pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Contract. This shall include, but not be limited to, the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any other Federal and/or State law or regulation. Both parties shall comply with all record retention requirements applicable under Federal or State law to the records pertaining to this Contract and in no event shall records be retained for less than five (5) years from the Effective Date of this Contract.

8. USE OF MATERIALS

The School District recognizes and agrees that LBLP's program materials (collectively, the "Program Materials") consist of copyrighted works (collectively, the "Copyrights") and reflect trademarked brands (collectively, the "Marks"). Neither the School District nor its employees or agents shall (i) do anything in connection with the Program Materials, the Copyrights or the Marks that might in any way violate copyright or trademark laws applicable to the Program Materials and their use by School District pursuant to the terms and conditions of this Contract and/or (ii) copy or distribute any portion of the Program Materials without the express prior written permission of an officer of LBLP. The School District hereby acknowledges the validity of each of the Copyrights and Marks, and neither the School District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of LBLP, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood. Any reference to all or any portion of the Program Materials in any and all of the School District's advertising materials, websites and other related documents or materials shall be in accordance with LBLP's then-current Terms of Use, a copy of which will be provided to the School District from time to time upon request, and reflect the appropriate disclaimer in a conspicuous manner.

9. SUSPENSION AND TERMINATION

Either party may terminate this contract after the first week of instruction if it is determined that the off-site instruction is not a suitable arrangement for any or all of the parties.

LBLP reserves the right to suspend or terminate instruction, without prior notice, of any student who engages in behavior at Lindamood-Bell® facilities that is disruptive, incompatible with the learning environment or that poses a health or safety risk to other students or LBLP employees or agents. If it should become necessary to suspend a child's services, it is LBLP's aim to have the suspension be of a temporary nature. In the event of suspension or termination of services, the School District and the Student's parents or/guardians will be immediately notified in order to address the issue of concern and to work toward a resolution. Whenever possible, every effort will be made to resolve issues without suspension or termination and to allow the student to be reinstated at a mutually agreed time.

This Contract may be terminated for cause in the event of either party's failure to perform under the terms and conditions of this Contract or material breach of any of its provisions. To terminate the Contract, either party shall give seven (7) calendar days' prior written notice to the other party. Upon termination, School District shall pay, without duplication, for all services performed and expenses incurred to date of

termination. Notwithstanding the foregoing, this Contract may be terminated without advance notice if both parties agree to do so in writing; *provided, however*, that the School District shall remain obligated to pay for all services performed and expenses incurred to the date of termination.

10. INDEMNIFICATION AND HOLDHARMLESS

To the maximum extent permissible by law, LBLP shall indemnify and hold the School District and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance of the Services, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of LBLP, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

To the maximum extent permissible by law, the School District shall indemnify and hold LBLP and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of (i) this Contract or its performance; and/or (ii) the need for LBLP to protect the Copyrights and/or the Marks, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of the School District, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it. The School District shall immediately notify LBLP of any known or expected violation or infringements of the Copyrights or the Marks, whether by an employee or agent of the School District, or by any third party. Further, the School District shall take no action with regard to any such infringements without prior written consent of LBLP.

Proof of insurance may be provided to the School District upon request.

11. CHOICE OF LAW AND VENUE

This Contract shall be deemed to have been made and executed in County of San Luis Obispo, California. The validity and interpretation of any of the terms of the Contract shall be governed by the laws of the State of California. Both parties expressly agree that venue for any dispute arising under this Contract shall be in the courts in and for the County of San Luis Obispo, California.

12. ARBITRATION

All disputes between LBLP and the School District shall be submitted to binding arbitration before a neutral arbitrator who is either a retired judge or an attorney with at least ten years experience. The parties understand that the results of the arbitration shall be binding upon the parties, and that they are waiving their rights to a jury trial. The selection of the arbitrator and location of any hearings before the arbitrator will be decided mutually between the parties within thirty (30) days of an election to arbitrate. If the parties cannot mutually agree on a proposed arbitrator, then the arbitration will be conducted in accordance with the provisions of the California Arbitration Act, Code of Civil Procedure 1280-1294.2. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.



13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

14. ENTIRE AGREEMENT

This Agreement, including any exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

15. ALL AMENDMENTS IN WRITING

No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in any other business forms used by either party will supersede the terms and conditions of this Agreement.

16. NO ASSIGNMENT

It is expressly understood that this Contract shall not be assigned or transferred by either party without prior written notice of the other party.

Each individual executing this Contract on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Contract, and thereby bind the applicable party to all covenants, duties and obligations contained herein.

The parties have executed this Contract by and through their duly authorized representatives:

For Lindamood-Bell Learning Processes

For Oxnard School District

By: _____
Signature Date

By: _____
Signature Date

Alison Bell, Executive Vice President

Robin Freeman, Asst. Supt., Educational Svcs.
Printed Name of Authorized Representative



SCOPE OF SERVICES

Student 1: [REDACTED]

Off-Site Instruction - Up to 4 hours per school day

200 hours of 1:1 sensory-cognitive instruction @ \$133 for a total of \$26,600

** Includes a school year discount plus a \$40 per hour fee for off-site instruction*



OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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 _____ 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-260 – MyTherapyCompany, LLC (Freeman/Sugden)

MyTherapyCompany, LLC will provide supplemental staffing including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis. MyTherapyCompany, LLC will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

FISCAL IMPACT:

Not to exceed \$25,000.00, per hourly rate stated on attached rate sheet - 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 #16-260 with MyTherapyCompany, LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-260, MyTherapyCompany, LLC (13 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #16-260

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of April, 2017 by and between the Oxnard School District (“District”) and MyTherapyCompany, LLC (“Consultant”). 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 Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. 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:

- 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.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from April 17, 2017 through July 30, 2017 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The 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.
- 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 “Compensation”. The total compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00), per the hourly rate on attached rate sheet, unless additional compensation is approved in writing by the District.

- 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) 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) 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) 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) 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. The District may give 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 notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the 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, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

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 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 under 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 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 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 the 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.

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. 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. 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 the 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 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 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 [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate 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 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 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 Directors 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 the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her 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.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **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. Consultant agrees to provide District with copies of required policies upon request.

23. **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: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: MyTherapyCompany, LLC
207 Canyon Boulevard, Suite 202
Boulder, CO 80302
Attn: Anthony Rintala
Phone: 303.302.7752
Email: daryl@mytherapycompany.com

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) days after deposit of the same in the custody of the United States Postal Service.

24. **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.

25. **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.

26. **Administration.** AMELIA SUGDEN shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **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.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **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.
31. **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.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **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).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

MYTHERAPYCOMPANY, LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #16-260

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-260

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

Provide temporary service providers to Oxnard School District including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist.

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

N/A

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. 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

- Not Project Related
 Project #16-260

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-260

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00), per the hourly rate on attached rate sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$25,000.00, per the hourly rate on attached rate sheet, as provided in Section 4 of this Agreement.

Not Project Related

Project #16-260

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-260

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) 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 grounds for immediate termination

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

Not Project Related

Project #16-260

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 contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract 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 #16-260

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-260

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).

Consultant's 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, **MYTHERAPYCOMPANY, LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

MTC THERAPY RATES

16-17 SY

Speech and Language services to be performed by SLPA

Rates\$64.00/ per hour



CERTIFICATE OF LIABILITY INSURANCE

MYTHE-1

OP ID: DJ

DATE (MM/DD/YYYY)
03/09/2017

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).

PRODUCER AP Colorado - TWG Services P&C Property & Casualty Division 1873 S. Bellaire St., Ste. 600 Denver, CO 80222 Kim Rossi	CONTACT NAME: Daniel Jobs PHONE (A/C, No, Ext): 720-726-3226 E-MAIL ADDRESS: djobs@assuredptrco.com	FAX (A/C, No): 303-861-7502	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Pediatric Therapy Services LLC MyTherapy Company, LLC Cumberland Therapy Services, LLC My Therapy Company SPED, LLC 207 Canyon Blvd., Ste. 202 Boulder, CO 80302	INSURER A : Philadelphia Indemnity Insuran		002229
	INSURER B : THE HARTFORD		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1499481	05/21/2016	05/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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			34UUNVT9797	05/21/2016	05/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB541744	05/21/2016	05/21/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34WEBX6853	05/21/2016	05/21/2017	<input checked="" type="checkbox"/> PER STATUTE <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
A	Sexual Misconduct			PHPK1499481	05/21/2016	05/21/2017	Per Claim 1,000,000
A	Professional Liab			PHPK1499481	05/21/2016	05/21/2017	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

OXNARDS Oxnard School District 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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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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 _____ 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-261 – Therapy Travelers (Freeman/Sugden)

Therapy Travelers will provide supplemental staffing including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis. Therapy Travelers will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

FISCAL IMPACT:

Not to exceed \$58,000.00, per hourly rate stated on attached rate sheet - 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 #16-261 with Therapy Travelers.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-261, Therapy Travelers (11 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (1 Page)



OSD AGREEMENT #16-261
Staffing Service Agreement

This Staffing Service Agreement (“Agreement”) is entered into as of the 10th day of March, 2017 (the “Effective Date”), by and between 3Chords Inc., a California corporation d/b/a Therapy Travelers (“Therapy Travelers”), and Oxnard School District , (the “Client”).

1. Services and Staffing Confirmation

(a) Subject to availability, Therapy Travelers will provide the services of one or more Rehabilitation Therapist Associates (each an “Associate”) on request from the Client on an as needed and as available basis (the “Services”). In order to initiate Services pursuant to this Agreement, the Client shall provide Therapy Travelers with a request (via telephone, email, facsimile, in person, or mail) describing the Services needed in reasonable detail. Therapy Travelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If Therapy Travelers elects to provide the requested Services, a confirmation of and detailed terms of the assignment will be provided to the Client in a “Staffing Confirmation Agreement” in substantially the form attached hereto as Exhibit A.

(b) Each Staffing Confirmation Agreement is incorporated herein by this reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client agrees to promptly execute and return a copy of each Staffing Confirmation Agreement to Therapy Travelers; provided, however, that if the Client fails to execute the Staffing Services Agreement, its acceptance of the terms thereof may be evidenced by its approval of the assigned Associate’s weekly timesheet or electronic timekeeping record. All Services become subject to this Agreement when Therapy Travelers accepts the Client’s request for Services by issuing a Staffing Confirmation Agreement or providing the Services.

(c) The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to Therapy Travelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate’s assignment pursuant to a Staffing Confirmation Agreement. Therapy Travelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) Therapy Travelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job related medical condition or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by Therapy Travelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by Therapy Travelers, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client and during the normal work hours of the Client. The Client will provide, at no cost to Therapy Travelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(b) The Client acknowledges that Therapy Travelers usually checks references on Associates only by asking specific questions to select past employers with regard to skills and work history before Therapy Travelers places an individual on his or her first assignment. Therapy Travelers has not engaged in any verification process other than this initial reference check (e.g., Therapy Travelers has not screened for drug use, administered a medical exam or conducted criminal background or credit checks).

(c) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(d) The Client agrees to provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify Therapy Travelers immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if Therapy Travelers is legally required to initiate E Verify verification procedures for any Associate. Therapy Travelers reserves the right to re-assign any assigned Associate.

(e) The Client hereby acknowledges and agrees that it is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for its business. The Client further agrees that it is fully responsible for, and that Therapy Travelers will not be responsible for any injuries, claims, damages or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state and local laws. Federal law defines overtime as hours in excess of 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative for verification and approval at the end of each week. Therapy Travelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. Therapy Travelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. In the event that the Client fails to pay any invoice when due, the Client agrees to pay all of Therapy Travelers' costs of collection, including reasonable attorney's fees, whether or not legal action is initiated. Additionally, Therapy Travelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one and one half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) Therapy Travelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wagers for workers and/or related tax, benefit and other costs.

Therapy Travelers will provide written or verbal notice of any increase in its rates for the Services, and such increase will be prospective, starting as of the effective date specified by Therapy Travelers.

(d) Invoices submitted by Therapy Travelers to the Client shall include all sales, use or similar taxes that are imposed by state or local law on the amounts to be paid by the Client to Therapy Travelers pursuant to this Agreement, and the Client shall pay to Therapy Travelers the amount of all taxes so included on any invoice.

(e) Consistent with applicable Federal, state and local laws, the Client agrees to investigation from time to time by Therapy Travelers of the Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. Therapy Travelers reserves the right to refuse to enter into this Agreement or immediately cancel this Agreement, in its sole discretion based on the results of the credit history inspection. Therapy Travelers reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

4. Client Hiring of Associates and Conversion Fees

(a) In the event that the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided herein below. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency), or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) Neither the Client, nor its subsidiaries or affiliates, may, directly or indirectly, hire, offer employment to, or otherwise use the Services of any Associate or former Associate who has performed Services for Client equaling less than 1,500 hours at the Client's facility within the past twelve (12) months. The Client may elect to hire any Associate who has worked more than 1,500 hours at the Client's facility within the past twelve (12) months, subject to payment of a fee equal to thirty-five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to Therapy Travelers within 10 days of billing. In order for an Associate to be hired on as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility.

(c) Therapy Travelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(d) The Client shall provide Therapy Travelers thirty (30) days prior written notice of its intention to offer employment to any Associate, and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the Therapy Travelers Associate accepts the offer (in writing, verbally, or otherwise). Therapy Travelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client's offer.

(e) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by Therapy Travelers, that Associate immediately ceases to be an independent contractor with respect to Client, Therapy Travelers is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use Therapy Travelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty-three percent (33%) of the candidate's annual salary will become payable to Therapy Travelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) Replacement Policy: If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, Therapy Travelers will offer a replacement courtesy for that candidate. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a reasonable attempt to rectify the issue, including a notice, in writing, to Therapy Travelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by Therapy Travelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. Therapy Travelers will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours actually performed by any Associate up to the time of dismissal from the Client's assignment.

7. Cancellations

On short-term assignments (i.e., one to fourteen days), cancellations must be made six (6) business days prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is payable to Therapy Travelers for any cancellation made with less than six (6) business days notice. On long-term assignments (i.e., two or more weeks), Client must provide twenty (20) in-session school days (work days) notice of cancellation to Therapy Travelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to Therapy Travelers for all cancellations made with less than twenty (20) in-session school days (work days) notice. For assignments Therapy Travelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty-seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to Therapy Travelers, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. Contract Termination

This Agreement remains in effect until terminated by either party. This Agreement shall be terminable by either party upon thirty (30) days written notice. Termination of this Agreement will also result in the termination of all Staffing Confirmation Agreements between Therapy Travelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination in the event that Therapy Travelers reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

Client: Oxnard School District
1051 South A Street
Oxnard, CA 93030

Attn: Amelia Sugden

Therapy Travelers: Therapy Travelers
355 Redondo Ave.
Long Beach, CA 90814

9. Insurance, Indemnification and Limitation of Liability

(a) Therapy Travelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, Therapy Travelers shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate

(b) To the extent permitted by law, Therapy Travelers will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Therapy Travelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of Therapy Travelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from Therapy Travelers. Regardless of the basis on which the Client is entitled to claim damages from Therapy Travelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) Therapy Travelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to Therapy Travelers for the Services that are the subject of the claim.

10. Miscellaneous

(a) Entire Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be

modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties

(b) Assignment. This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

(c) Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

(d) Governing Law. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. All actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California.

(e) Severability. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(f) Attorneys' Fees. In the event of any arbitration or other action arising out of or related to this Agreement, or any Staffing Confirmation Agreement, the prevailing party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

(g) Authority. The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

“Therapy Travelers”

3CHORDS INC.
A California Corporation

By: _____
Maria Lankenau, Vice President

“Client”

OXNARD SCHOOL DISTRICT

By: _____
Lisa A. Franz, Director, Purchasing

By extending a permanent or travel offer to a candidate that you have received from Therapy Travelers, you expressly agree to the terms and conditions of the Staffing Confirmation Agreement and the Therapy Travelers Staffing Service Agreement unless otherwise agreed in writing.



Staffing Confirmation Agreement
April 10, 2017

This Staffing Confirmation Agreement ("Agreement") is entered into on March 10, 2017 by and between **TherapyTravelers** and Oxnard School District collectively referred to herein as "the Parties."

The Parties agree to the following:

Traveler's Name:	Maria Tadiar - SLPA
Assignment Dates:	TBD
Number of Weeks:	TBD
Approved Time Off:	N/A
Guaranteed Hours:	TBD
Cancellation Notice:	20 work days
Bill Rate:	\$72.00/hr
Overtime/Holiday Rate:	108.00/hr
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for all work related activities

All time over 40 hours in a workweek will be billed at time and one half (1 ½)

Facility Name and Address:	Oxnard School District 1051 South A Street, Oxnard California 93030
Facility Telephone Number:	(805) 385-1501 ext 2162
Facility DOR Name:	Kristin Haidet
Facility Dress Code:	Business Casual
Timesheet Approver Email Address and Name:	khaidet@oxnardsd.org

Billing Info:

Billing Address:	Same as above
Billing Telephone Number:	805-385-1501
Billing Contact Info:	
Billing Email Address:	

TherapyTravelers Observed Holidays:

New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

Cancellation of Services: A minimum 20 work day written cancellation notice whereas the traveler's end date falls on a Friday] must be given to TherapyTravelers directly (not the contract employee) for cancellation or early termination of any specific traveler contract, other than termination for cause attributable to TherapyTravelers or the contract employee.

Please sign and send back to king@therapytravelers.com . If you have any questions or concerns, please contact Kim at 888.223.8002 EXT 803

Client Name Oxnard School District		TherapyTravelers	
Name:		Name:	Maria Lankenau
Print:		Print:	
Title:		Title:	Vice President
Date:		Date:	

By extending a permanent or travel offer to a candidate that Client has received from TherapyTravelers, Client expressly agrees to the terms and conditions of the start confirmation and the TherapyTravelers Fee Agreement, unless the Parties agree otherwise in writing.



Staffing Confirmation Agreement
April 10, 2017

This Staffing Confirmation Agreement ("Agreement") is entered into on March 10, 2017 by and between **TherapyTravelers** and Oxnard School District collectively referred to herein as "the Parties."

The Parties agree to the following:

Traveler's Name:	Raquel Vasquez - SLPA
Assignment Dates:	TBD
Number of Weeks:	TBD
Approved Time Off:	N/A
Guaranteed Hours:	TBD
Cancellation Notice:	20 work days
Bill Rate:	\$72.00/hr
Overtime/Holiday Rate:	108.00/hr
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for all work related activities

All time over 40 hours in a workweek will be billed at time and one half (1 ½)

Facility Name and Address:	Oxnard School District 1051 South A Street, Oxnard California 93030
Facility Telephone Number:	(805) 385-1501 ext 2162
Facility DOR Name:	Kristin Haidet
Facility Dress Code:	Business Casual
Timesheet Approver Email Address and Name:	khaidet@oxnardsd.org

Billing Info:

Billing Address:	Same as above
Billing Telephone Number:	805-385-1501
Billing Contact Info:	
Billing Email Address:	

TherapyTravelers Observed Holidays:

New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

Cancellation of Services: A minimum 20 work day written cancellation notice whereas the traveler's end date falls on a Friday] must be given to TherapyTravelers directly (not the contract employee) for cancellation or early termination of any specific traveler contract, other than termination for cause attributable to TherapyTravelers or the contract employee.

Please sign and send back to king@therapytravelers.com . If you have any questions or concerns, please contact Kim at 888.223.8002 EXT 803

Client Name Oxnard School District		TherapyTravelers	
Name:		Name:	Maria Lankenau
Print:		Print:	
Title:		Title:	Vice President
Date:		Date:	

By extending a permanent or travel offer to a candidate that Client has received from TherapyTravelers, Client expressly agrees to the terms and conditions of the start confirmation and the TherapyTravelers Fee Agreement, unless the Parties agree otherwise in writing.



Oxnard School District - Rate Sheet for 2017/2018

TherapyTravelers specializes in providing highly qualified therapists to school districts across the country. We are a Southern California based business and enjoy working with districts within our local area.

We focus on staffing the following positions: Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist and School Nurses.

SLP	\$85-\$105
SLP - CFY	\$75-\$85
SLPA	\$65-\$78
OT	\$85-95
COTA	\$75-85
PT	\$85-\$105
PTA	\$75-85
School Psychologist	\$90-\$110

Regards,

Maria Lankenau

Vice President

O: 888-223-8002 ext 813

F: 714-464-4461

www.therapytravelers.com

Our mission is to ATTRACT, EMPOWER and RETAIN the finest therapists so every human can manifest their full potential!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2017

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).

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	CONTACT NAME: Diana DeLaTorre PHONE (A/C No, Ext): (714) 221-1800 E-MAIL ADDRESS: ddelatorre@bbsocal.com FAX (A/C, No): (714) 221-4196														
INSURED 3Chords Inc, DBA: Therapy Travelers 355 Redondo Ave Long Beach CA 90814	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hiscox Insurance Company Inc.</td> <td>10200</td> </tr> <tr> <td>INSURER B: State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc.	10200	INSURER B: State Compensation Insurance Fund	35076	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL171432419

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MEO147545316	8/20/2016	8/20/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MEO147545316	8/20/2016	8/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Shared limit w/GL \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	91498582016	12/30/2016	12/30/2017	<input checked="" type="checkbox"/> PER STATUTE <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
A	Professional Liability		MEO147545316	8/20/2016	8/20/2017	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage Only.

CERTIFICATE HOLDER

Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Morse/DDELAT

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Ratification of Agreement/MOU #16-257 – Ventura County Office of Education (Freeman/Ridge)

This Agreement/MOU between the Ventura County Office of Education (VCOE); Ventura County School Districts (DISTRICTS); Ventura County Probation Agency (PROBATION) and the Ventura County Human Services Agency (HSA), relating to the new requirement under the Every Student Succeeds Act (ESSA), seeks to meet the need for increased school stability for Foster Youth in Ventura County. The agreement is in effect for the period from January 1, 2017 through June 30, 2017

VCOE will maintain records of all transportation service provided to foster youth and will provide data on an annual basis to HSA and all Ventura County school districts, which will include how many foster youths utilized the transportation service and the cost.

VCOE will bill HSA, PROBATION and/or the DISTRICT quarterly, based on any direct transportation costs associated with individual cases involving Foster Youth that impact the respective agencies. Individual cases where transportation is provided will result in costs being split between the two affected agencies at 50% each. VCOE will facilitate payment of bills in advance of reimbursement by all parties based on the agreement by all DISTRICTS, HSA, and PROBATION to reimburse VCOE.

FISCAL IMPACT:

Not to exceed \$10,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-257 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #16-257, Ventura County Office of Education (6 Pages)

Agreement/Memorandum of Understanding #16-257

Ventura County Office of Education

This Agreement/MOU seeks to meet the need for increased school stability for Foster Youth in Ventura County and is now entered into between the **Ventura County Office of Education (VCOE); Ventura County School Districts (DISTRICTS); Ventura County Probation Agency (PROBATION) and the Ventura County Human Services Agency (HSA)** relating to the new requirement under the Every Student Succeeds Act (ESSA). The agreement will be in effect for the period from January 1, 2017 through June 30, 2017 and will be renewed and/or amended as detailed below.

Witnesseth

Whereas, despite great strides having been made toward keeping Foster Youth in their home communities, it is still frequently necessary to meet the needs of foster children who have been placed far from their home and school; and;

Whereas, the DISTRICTS, PROBATION and HSA agree that educational continuity is critical to the long term well-being of Foster Youth in Ventura County; and,

Whereas, it is recognized that when it is determined by the Educational Rights Holder (ERH) to be in the best interest of the student to place a child in foster care near his or her community and school of origin, doing so is considered as “best practice”; and,

Whereas, ESSA requires that DISTRICTS, PROBATION and HSA collaborate to provide transportation to the School of Origin for foster youth, when it is determined to be in the best interest of the student; and,

Whereas, ESSA requires that DISTRICTS, PROBATION and HSA districts share costs when providing said transportation services; and,

Whereas, the Foster Youth Services Coordinating Program (VCOE) is authorized under AB854 to utilize funding for transportation to the School Of Origin; and,

Whereas, parties to this agreement have a vested interest in seeking and encouraging the establishment of foster homes near the schools to which Foster Youth can conveniently attend;

Now, therefore, the parties hereto do mutually agree as follows:

A. VCOE Responsibilities:

- a. VCOE shall serve as the liaison between the DISTRICTS and HSA for purposes of maintenance of this agreement.
- b. VCOE shall monitor and manage the logistics, including methods of billing and reimbursements as needed and will provide troubleshooting when challenges arise.
- c. VCOE shall schedule and facilitate collaborative meetings between the DISTRICTS and HSA as needed.
- d. VCOE shall track all relevant data related to this agreement and report to DISTRICTS and HSA on a regular basis.

B. DISTRICTS responsibilities:

- a. DISTRICTS shall pay 50% of costs related to transporting Foster Youth to remain at their school of origin under ESAA guidelines.
- b. DISTRICTS shall immediately inform VCOE when one of its students requires said transportation services and provide VCOE all relevant information allowing VCOE to uphold its responsibilities.
- c. DISTRICTS shall collaborate with VCOE and HSA as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.

C. PROBATION responsibilities:

- a. PROBATION shall pay 50% of costs related to transporting Foster Youth to remain at their school of origin under ESAA guidelines and as appropriate to this agreement.
- b. PROBATION shall immediately inform VCOE when it becomes aware of a Foster Youth requiring said transportation services and provide VCOE all relevant information allowing VCOE to uphold its responsibilities.
- c. PROBATION shall collaborate with VCOE and DISTRICTS as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.

D. HSA responsibilities:

- a. HSA shall make every effort to place the foster youth close to his or her home.
- b. When such placements are not appropriate or possible, HSA shall pay 50% of costs related to transporting Foster Youth to remain at their school of origin under ESAA guidelines.
- c. HSA shall immediately inform VCOE when it becomes aware of a Foster Youth requiring said transportation services and provide VCOE all relevant information allowing VCOE to uphold its responsibilities.
- d. HSA shall collaborate with VCOE and DISTRICTS as needed to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.

Further, in order to more fully define the process contemplated in this agreement, the following process is outlined:

1. When a Foster Youth's placement changes (either a child enters a foster placement for the first time or changes placements once in care), PROBATION or HSA placement unit will call VCOE with information including, but not limited to, the child's name, DOB, school of attendance, old and new addresses, and contact information of the care provider and education rights holder. The call will be made no later than the following business day of the move. Information will then be communicated to VCOE in writing at the agency's earliest convenience.
2. VCOE will attempt to make contact with the Education Rights Holder (ERH) in order to determine if the ERH believes it is in the child's best interest to remain in the School of origin. Unless there is a clear indication that the ERH does not believe it is in the child's best interest to remain in the SCHOOL OF ORIGIN, every effort will be made to keep the child in that school. VCOE will reach out to DISTRICTS of attendance to communicate the wishes of the ERH as it pertains to attendance in the SCHOOL OF ORIGIN.
3. If the DISTRICT objects to the student remaining in the SCHOOL OF ORIGIN, said DISTRICT during receipt of the phone call will inform the VCOE of their disagreement. The district shall then submit to VCOE in writing the reason(s) for their disagreement. During this period, it is understood the student will remain in the SCHOOL OF ORIGIN, as provided by law.
4. VCOE will assist the district in following the dispute resolution process as is necessary. During the effort to resolve the dispute, the student will remain in the SCHOOL OF ORIGIN pending a resolution, as required.
5. VCOE will reach out to the point of contact for the DISTRICT to ascertain whether the DISTRICT wishes to arrange and provide transportation or wishes the VCOE to make the arrangements.
6. If the district chooses to provide transportation, the DISTRICT will seek an interim service immediately, and establish a permanent schedule within 5 days. The DISTRICT will provide all information to the new care provider.
7. If VCOE is requested to arrange for transportation, the following steps will be taken:
 - a. VCOE will utilize Google maps to determine the distance between the new residence and SCHOOL OF ORIGIN, and will note the bell schedule and school calendar.
 - b. The current district bus schedules will be considered.
 - c. Public transportation (VISTA, Gold Coast, Metrolink, Amtrak, etc.) will be the first preference for public transportation, when available and practical. Staff will speak to the new care provider, social worker or Probation Officer, or anyone else who is available, if consultation is needed regarding the child's maturity level and ability to utilize public transportation. If public transportation is a valid option, then a bus pass will be provided to the new care provider for the child within 2 business days or less.

- d. If public transportation is not an option, staff will attempt to utilize the least-expensive door-to-door service, such as ALC (American Logistics Company). Service will be established within 5 days and relevant information will be communicated to the new care provider and social worker/P.O. Interim solutions will be explored to minimize time spent out of school awaiting the establishment of transportation.
 - e. VCOE will bill HSA, PROBATION and/or the DISTRICT quarterly, based on any direct transportation costs associated with individual cases involving Foster Youth that impact the respective agencies. Individual cases where transportation is provided will result in costs being split between the two affected agencies at 50% each. VCOE will facilitate payment of bills in advance of reimbursement by all parties based on the agreement by all DISTRICTS, HSA, and PROBATION to reimburse VCOE.
8. VCOE will maintain records of all transportation service provided to foster youth and will provide data on an annual basis to HSA and all Ventura County school districts, which will include how many foster youths utilized the transportation service and the cost.
9. Indemnification

For DISTRICTS:

The DISTRICTS and VCOE will maintain worker's compensation coverages commensurate with its activities under this Agreement. Both organizations participate in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for third party liability coverage under the self-insurance liability program.

For HSA and PROBATION:

HSA and PROBATION agree to defend, indemnify, and hold harmless VCOE, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the HSA and PROBATION or those of any of its officers, agents, employees, or subcontractors of HSA and PROBATION, whether such act or omission is authorized by this Agreement or not. HSA and PROBATION shall also pay for any and all damage to the Real and Personal Property of the VCOE, or loss or theft of such Property, done or caused by such persons. VCOE assumes no responsibility whatsoever for any property placed on VCOE premises by HSA and PROBATION, HSA and PROBATION's agents, employees or subcontractors. HSA and PROBATION further hereby waive any and all rights of subrogation that it may have against the VCOE. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the VCOE or any of its officers, agents, employees, and/or volunteers.

VCOE agrees to defend, indemnify, and hold harmless HSA and PROBATION, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability

or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the VCOE or those of any of its officers, agents, employees, or subcontractors of VCOE, whether such act or omission is authorized by this Agreement or not. VCOE shall also pay for any and all damage to the Real and Personal Property of the HSA and PROBATION, or loss or theft of such Property, done or caused by such persons. HSA and PROBATION assumes no responsibility whatsoever for any property placed on HSA and PROBATION premises by VCOE, VCOE's agents, employees or subcontractors. VCOE further hereby waives any and all rights of subrogation that it may have against the HAS and PROBATION. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the HSA and PROBATION or any of its officers, agents, employees, and/or volunteers

10. This Agreement may only be terminated through written notice of intent to withdraw from the agreement being provided to all other parties. Such notice may be given at any time but will be effective on July 1 of the ensuing year.
11. The parties agree that amendments may only be made through mutual consent of the parties hereto, and normally only prior to the renewal of said agreement which shall happen AUTOMATICALLY July 1 of each year in the absence of amendments or withdrawals.

For VCOE

For Probation

For HSA

For DISTRICTS:

Briggs Elementary School District

Conejo Valley Unified School District

Fillmore Unified School District

Hueneme Elementary School District

Las Virgenes Unified School District

Moorpark Unified School District

Mupu Elementary School District

Oak Park Unified School District

Ocean View School District

Ojai Unified School District

Oxnard Elementary School District

Oxnard Union High School District

Pleasant Valley Elementary School District

Rio School District

Santa Paula Unified School District

Simi Valley Unified School District

Ventura Unified School District

BOARD AGENDA ITEM

Name of Contributor(s): **Robin I. Freeman**

Date of Meeting: **4/19/17**

- Study Session: _____
Closed Session: _____
A. Preliminary _____
B. Hearing: _____
C. Consent Agenda X
D. Action Items _____
E. Reports/Discussion Items (no action) _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval to Participant to Attend Migrant Speech and Debate Tournament Overnight – Bakersfield, CA (Freeman/Batista)

The first place winner of the 7th grade (Spanish) division of the Regional Migrant Speech and Debate Contest, Evelyn Cacho student at Curren School, has the opportunity to attend the California Migrant Education Program Annual State Speech and Debate Tournament in Bakersfield, California held from Friday, May 5th through Sunday, May 7th. VCOE will organize, financially support and lead this three day trip for this student.

The Speech and Debate Tournament offers migrant students an opportunity to compete academically in a safe and supportive environment. The tournament requires migrant students to sharpen their critical thinking, research and public speaking skills. In addition, students must carefully organize information to clearly express their thoughts and ideas grounding them in credible sources. Finally, the tournament fosters team work, self-confidence and teaches students to resolve conflicts using thoughtful and strategic language.

This event provides a meaningful context for migrant students to strengthen their English language skills by applying and practicing key syntactic structures and academic vocabulary in all areas of language development (speaking, listening, reading and writing) and directly addresses the English/Language Arts and English Language Development Common Core State Standards.

FISCAL IMPACT: None - Cost of meals, travel and lodging will be covered by Ventura County Office of Education.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of English Learner Services, that the Board of Trustees approve this item as outlined above.

ADDITIONAL MATERIAL(S): Program and lodging information.

7th Annual
California Migrant Education Program
STATE SPEECH & DEBATE TOURNAMENT

**PREPARATION
MANUAL**

FRIDAY, MAY 5, 2017
SATURDAY, MAY 6, 2017
SUNDAY, MAY 7, 2017

DoubleTree Hotel, Bakersfield
Paul L. Cato Middle School

Migrant Education Program
Region XXI



CALIFORNIA MIGRANT EDUCATION PROGRAM

7th Annual

STATE SPEECH & DEBATE TOURNAMENT

INTRODUCTION

The 7th Annual Speech & Debate Tournament is an academic opportunity for Migrant students to compete in a safe and supportive environment while developing skills mandatory for success in the 21st century. The tournament requires students to sharpen their critical thinking, research and public speaking skills. In addition, students must clearly express their thoughts and ideas in the development of compelling arguments via the use of empirical research from credible sources. Finally, the Speech and Debate Tournament fosters team work, self-confidence and teaches students to resolve conflicts using thoughtful and strategic language.

This manual should serve as a guide for you and your students in preparation for the 7th Annual State Speech & Debate Tournament taking place in **Bakersfield, California on May 5-7, 2017**. Read this manual carefully to ensure your students are well versed in procedures, protocols and scoring rubrics for the various aspects of the competition. Please note the manual contains changes and clarifications of debate procedures, score sheets and consequences for violations of the ***Code of Ethics Agreement (Addendum A)***.

Historical Perspective

The State Speech and Debate Tournament began in Region 17, initiated by Dr. Joe Mendoza (Regional Director), who subsequently hosted eight tournaments in Ventura County. Thousands of Migrant students throughout the state of California were introduced to competitive speech and debate through the efforts of himself and numerous other regions who followed suit. Four years ago, the Council of State Directors adopted the Speech and Debate Tournament as a statewide project and formalized the criteria for participation. Approximately 485 students competed in Ventura at the First Annual State Speech & Debate Tournament and many others since.

English Language Arts Standards Addressed

The Speech and Debate Tournament provides a meaningful context for Migrant students to strengthen their English language skills by applying and practicing key syntactic structures and academic vocabulary in all areas of EL development (speaking, listening, reading and writing), directly addressing the English Language Development and Language Arts Common Core State Standards (***Common Core Standards Initiative, Addendum B***).

Student Registration and Criteria for Participation

Ideally, each Region holds a competition to determine the students that will represent their Region in the State Speech and Debate Tournament in all competition categories, in grades 6-12. Regions will be limited to one speech student per grade level and language, and one debate team per grade level and language group. Regions are not required to send competitors in all categories. Speech competitors must participate in the prepared and extemporaneous speech. Those Regions that compete in all categories will have a maximum of 34 students participating in the tournament (see **Competition Categories**).

CALIFORNIA MIGRANT EDUCATION PROGRAM

7th Annual

STATE SPEECH & DEBATE TOURNAMENT

COMPETITION CATEGORIES

CATEGORY	GRADE LEVEL	LANGUAGE	TOTAL NUMBER OF PARTICIPANTS
Debate	High School	English	3 minimum – 5 maximum
	High School	Spanish	3 minimum – 5 maximum
	Middle School	English	3 minimum – 5 maximum
	Middle School	Spanish	3 minimum – 5 maximum
Speech	6 th	English	1
	6 th	Spanish	1
	7 th	English	1
	7 th	Spanish	1
	8 th	English	1
	8 th	Spanish	1
	9 th	English	1
	9 th	Spanish	1
	10 th	English	1
	10 th	Spanish	1
	11 th	English	1
	11 th	Spanish	1
12 th	English	1	
12 th	Spanish	1	
			Maximum participants = 34

Online registration will open on **Monday, February 27, 2017**, and must be completed no later than Friday, **March 24, 2017**. All adult support personnel that require lodging and meals through Region XXI must be registered by the same date. **A purchase order number must accompany all registrations.** Invoices will be sent as soon as registration is confirmed by Region XXI. Full payment must be made upon receipt of the invoice. Credit card payments will NOT be accepted.

<p><i>Purchase order or checks only.</i> <i>Payable to:</i> Bakersfield City School District, Migrant Education <i>Credit card payments will NOT be accepted.</i></p>	<p><i>Mail to:</i> Bakersfield City School District, Migrant Education c/o Deida Garcia 1300 Baker Street Bakersfield, CA 93305</p>
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IMPORTANT DATES

ACTIVITY	DATE
Registration opens	Monday, February 27, 2017
Completed registration due	Friday, March 24, 2017
Registration payment due *\$350/\$450 per registrant	Friday, March 31, 2017 (Upon receipt of invoice)
<i>Dr. Joe I. Mendoza Excellence in Forensics Award Nomination Form due</i>	Friday, April 21, 2017

CALIFORNIA MIGRANT EDUCATION PROGRAM

7th Annual

STATE SPEECH & DEBATE TOURNAMENT

Lodging

Lodging assignments will be done separately for boys and girls, with two to three students to a room. Our goal is to keep participants from each region together, taking into account the availability of rooms. The **Student Rooming Information and Consent Form (Addendum C)** describes how rooming assignments will be made and must be completed and signed by each student's parent or guardian. Regions will maintain a file of these forms along with student permission slips. **DO NOT** submit to Region XXI.

Single occupancy rooms will be available for adults at an additional charge. Otherwise, adults will be assigned to double occupancy rooms.

Transportation

Each Region is responsible for the transportation of students to and from the DoubleTree Hotel, **3100 Camino Del Rio Ct, Bakersfield, CA 93308 (661) 323-7111**. Region XXI will coordinate transportation to and from the tournament site (Paul L. Cato Middle School) on Saturday, May 6, 2017.

Required Documentation

It is expected that each region ensures that all their participants have acquired all necessary permission forms. At registration, regional designees will be expected to sign the **Tournament Liability Release Form (Addendum D)** confirming such documentation has been collected and is available at the tournament, and releasing Bakersfield City School District, Migrant Region XXI and all associated agents from any and all liability or claims.

Supervision

Students **MUST** be supervised at all times by their respective adult chaperones or coaches at all times and locations from arrival to departure of the tournament. Regions are responsible for their own emergency medical forms. First-aid kits will be available on site.

Dress Code

This learning experience includes standards for participants (students and adults) addressing appropriate attire for the event. While some attire may be appropriate for a student social event, the same attire is not appropriate for formal presentations. Inappropriate attire distracts from the message of the competitor. Professional attire is required and students could lose points if not appropriately dressed. Debate teams are encouraged to coordinate their attire. Please review the differences between **professional** versus **social** attire with all student participants. All attendees including coaches, judges, facilitators, staff and volunteers are expected to model professional attire.

Expectations for Coaches/Chaperones during competition rounds

Coaches are expected to be in the debate rooms when their students compete. Other adults potentially present in the room will be judges, facilitators, timekeepers, and competition staff observing the proceedings. *No parents should be invited to this competition other than Region XXI volunteers.* During breaks, coaches should meet with their students and provide feedback and strategic advice. Coaches will be required to adhere to the **Code of Ethics (Addendum B)** to be signed at registration.

CALIFORNIA MIGRANT EDUCATION PROGRAM

7th Annual

STATE SPEECH & DEBATE TOURNAMENT

A violation of the **Code of Ethics** (e.g. coaches observed guiding or signaling students or arguing with the judges, timekeepers or facilitators during or after a round) will be asked to leave the competition room. Egregious actions on the part of coaches or competitors (e.g. cheating, outbursts, intimidation) may result in expulsion from the competition room **and** the deduction of penalty points from the team's or individual speech competitor's score. Discretion will be left to the individual judge in such cases.

Technology Use during competition

Students will be disqualified for use of technology during competition, i.e., smart phones, tablets, laptop. Hardcopy notes of any kind are permitted.

Dr. Joe I. Mendoza Excellence in Forensics Award

In 2014, host Regions 12, 17, 18 and 22, initiated a new tradition with the announcement of the first annual *Dr. Joe I. Mendoza Excellence in Forensics Award*. The purpose of the award is to recognize a current student competitor that demonstrates qualities that reflect the central role that Dr. Mendoza has played in developing the statewide program since its inception. The nominee should be a student who:

- encourages and motivates his or her peers
- is consistently selfless
- provides encouragement while challenging teammates to improve
- maintains a positive attitude
- sees barriers as opportunities
- is present, active and engaged
- takes initiative
- doesn't give up
- serves as a promoter, recruiter and motivator

Students demonstrating these qualities may not necessarily be your top performers; we are not looking for the best orator. We are looking for the student that puts forth the greatest effort for the benefit of the team and maintains and ignites in others the positive spirit of the competition (determination, risk taking, academic and personal growth, appreciation and humility).

Each Region must submit the ***Dr. Joe I. Mendoza Excellence in Forensics Award Nomination Form (Addendum E)***, signed by the Regional Director, to Ismael Guzman at guzmanbrisenoi@bcsd.com, no later than **Friday, April 21, 2017**. The host region will form a committee to review nominations and select the 2017 winner, who will be recognized during the awards ceremony.

CALIFORNIA MIGRANT EDUCATION PROGRAM

7th Annual

STATE SPEECH & DEBATE TOURNAMENT

TENTATIVE PROGRAM

Friday, May 5, 2017

DoubleTree Hotel

3100 Camino Del Rio Ct, Bakersfield, CA 93308 (661) 323-7111

Hotel Arrival and Registration	3:00 p.m. – 5:30 p.m.
Dinner	6:00 p.m.
Keynote Address	7:00 p.m.
Orientation	7:30 p.m.
Adjournment	8:30 p.m.
Regional Cluster Meetings	8:30-10:00 p.m.

Saturday, May 6, 2017

Cato Middle School

4115 Vineland Rd, Bakersfield, CA 93306

Breakfast	7:00 a.m.
Transportation to Cato Middle School	8:30 a.m.
Morning Competition (3 rounds, 1 hour each)	9:00 a.m.
Lunch and Entertainment	12:00 p.m.
Afternoon Competition (2 rounds, 1 hour each)	2:00 p.m.
Award Ceremony/Entertainment	4:30p.m.
Transportation to Double Tree	6:00 p.m.
Dinner	6:30 p.m.
Dance/Karaoke Night at Hotel	8:00 p.m. -11:00 p.m.
(Due to the size of our group, use of the pool, gym and locker rooms will NOT be allowed during our stay)	

Sunday, May 7, 2017

DoubleTree Hotel

3100 Camino Del Rio Ct, Bakersfield, CA 93308 (661) 323-7111

Breakfast	8:00 a.m.
Competition Scores Posted	8:30 a.m.
Evaluation Collection	9:00 a.m.
Hotel check-out and Departure	11:00 a.m. – 12:00 p.m.

Have a Safe Trip Home!

CALIFORNIA MIGRANT EDUCATION PROGRAM

7th Annual

STATE SPEECH & DEBATE TOURNAMENT

SPECIAL NOTES

1. **2018 Speech & Debate Topic Suggestion Form (Addendum F)** and boxes will be located at the DoubleTree Hotel lobby and at Cato Middle School.
2. Please take the time to review the **Speech Competition Information** and **Debate Competition Information** sections thoroughly so that **ALL** students have the opportunity to compete adhering to the same procedures and protocols and have an awareness of the scoring rubrics.
3. **Tournament Information Center:** During the entire weekend of the tournament, Region XXI Tournament Coordinating Staff will be available on site, in a designated suite, for any questions, concerns, needs, etc.

4. Region XXI contacts:

Katherine Scheler
Program Specialist
MEP, Region XXI
schelerk@bcisd.com
(661) 631-4667

Ismael Guzman
Family and Community Engagement
MEP, Region XXI
guzmanbrisenoi@bcisd.com
(661) 631-4759

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/19/17

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X

Agreement Category:

- ___ Academic
- X Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Approval of Overnight Field Trip to Monterey Bay Aquarium – Fremont Middle School
(Freeman/Brisbine)**

Five or six 6th or 7th grade students will attend an overnight field trip to the Monterey Bay Aquarium as part of the Ocean Plastic Pollution Summit. These students will be accompanied by two or three chaperones. Transportation will be provided by one of the chaperones (a district employee) using the district van.

The students will present their project on the impact of single use plastic bottles and the student-led initiatives to lessen the environmental impact at Fremont Academy. These initiatives include a schoolwide recycling program and a plan to reduce single use plastics in the cafeteria.

Students and staff (eight people total) will depart on Saturday, April 29th and return on Sunday, April 30th. Students and chaperones will sleep in the Monterey Bay Aquarium overnight on April 29th.

FISCAL IMPACT:

Participation in the Ocean Plastic Pollution Summit is free. Fiscal impact not to exceed \$2000 for travel costs (mileage and food), to be paid from Discretionary funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, and the Principal of Fremont Middle School that the Board of Trustees approve this item as presented.

ADDITIONAL MATERIAL:

Ocean Plastic Pollution Summit Schedule of Activities
Field Trip Waiver

OCEAN PLASTIC POLLUTION SUMMIT

SCHEDULE OF ACTIVITIES

Saturday, April 29

TIME	LOCATION	ACTIVITY
3:00 p.m.	Discovery Labs	Early Group registration and Aquarium exploration (OPTIONAL) Until 4:30 p.m.
5:00 p.m.	Aquarium	Aquarium closes Dinner on your own
6:00 p.m.	Main Entrance	Re-entry/registration for Final Project Symposium
7:00 p.m.	Auditorium	Welcome and opening remarks
8:30 p.m.	Aquarium	Project sharing and presenting
9:30 p.m.	Aquarium	Aquarium free time
10:45 p.m.	Aquarium	Lights out

Sunday, April 30

TIME	LOCATION	ACTIVITY
6:45 a.m.	Café	Move sleepover gear out of the Aquarium's exhibits Breakfast (served until 8:00)
8:00 a.m.	Bookstore	Gift and Bookstore Open (discount offered to Ocean Plastic Pollution Summit participants)
9:00 a.m.	Auditorium	Departure



OCEAN PLASTIC POLLUTION SUMMIT

WAIVER OF CLAIMS AND RELEASE FROM LIABILITY AGREEMENT

The undersigned, in consideration of being permitted to participate in an activity for educational/recreational purposes (beginning April 29 through April 30, 2017); does hereby irrevocably, personally, and for his or her heirs, assigns, and legal representatives, release and waive any and all past, present, or future claims, demands, and causes of action which the undersigned now has or may have in the future against the Monterey Bay Aquarium Foundation, its employees, volunteers, Trustees, members, representatives, officers, insurers, agents, and each of them, for any and all past, present, or future loss of or damage to property and/or bodily injury, including death, however caused, resulting from, arising out of, or in any way connected with the aforementioned activity for educational/recreational purposes on the above dates.

The undersigned covenants not to cause any action at law or in equity to be brought, or permit such to be brought in his or her behalf, either directly or indirectly, on account of loss or of damage to property and/or bodily injury, including death, against any of the aforesaid parties, however caused, resulting from, arising out of, or in any way connected with the aforementioned activity, and agrees to save, indemnify, hold harmless, and defend at his or her sole expense, any and all of the aforesaid parties from any claims, demands, and causes of action which now or in the future may be asserted against the aforesaid parties arising out of or by reason of said trip or activity described above, including any incident, injury, loss, or damage that might occur at any place in connection therewith.

The undersigned further states and affirms that he or she is aware of the fact that the aforesaid activity and travel, even under the safest conditions possible, may be hazardous; that he or she assumes the risk of any and all loss of or damage to property and/or bodily injury, including death, however caused, resulting from, arising out of, or in any way connected with the aforementioned activity; that he or she is of legal age and is competent to sign this Waiver of Claims and Release from Liability Agreement; and that he or she has read and understands all the provisions herein contained.

Participant Name (please print): _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST SIGN BELOW.

Date: _____

Verified and Dated in (City) Monterey, California - March 1, 2017

March 21, 2017

Mr. Gregory Brisbane:

Please accept this letter as verification that Manfred Koch is currently enrolled as participants of the Monterey Bay Aquarium's **Ocean Plastic Pollution Summit**.

Manny has attended each of the OPP Summit events:

- Fall Kickoff: **Saturday, October 7, 2016**
- Mid-Year Check-In: **Saturday, February 11, 2017**

Due to his exemplary attendance and commitment of the Summit, Manny has been invited to bring six students from Fremont Middle School to participate in the Summit's final project symposium on **Saturday, April 29-Sunday, April 30, 2017** at the Aquarium. The six student leadership team will be responsible for representing their school and communicating the results of their action project. This event is closed to the public and therefore will require students and chaperones to complete Aquarium waivers in order to participate in the Summit (attached)

On Saturday evening, students will have an opportunity to present to other preK-12th grade students in attendance as well as spend the night at the Aquarium (supervised by Manny). The final project symposium will conclude with an awards ceremony and exhibit exploration. Teacher participants and students will depart the Aquarium on Sunday by 9:00 a.m.

Sincerely,



Claudia P. Tibbs
Senior Education Specialist
Monterey Bay Aquarium
(831) 647-4518
cptibbs@mbayaq.org

October 7-8, 2016
February 11, 2017
April 29-30, 2017

About the Program

Each day, we throw away about 300 million tons of petroleum-based plastic bottles, bags, utensils, packaging and other so-called disposable items. Ironically, these disposable plastics will persist in the environment and travel throughout the global food web virtually forever. This Ocean Plastic Pollution Summit series is designed for teachers who are ready to go in-depth into plastic pollution issues and solutions with their students.

The Summit series includes fall, winter and spring sessions at the Aquarium during the 2016-17 academic year for 75-100 teachers. Sessions focus on content background into the science behind plastics issues, project ideas for the classroom and networking opportunities. Teachers learn how to convey the importance of ocean plastic pollution issues to their students. Then, with their teachers' guidance, students will be encouraged to implement Action Projects in their local communities. Action Projects may include awareness campaigns about single-use plastics, and/or activities at school or in the local community that help reduce the use of single-use plastics.

Kick-off Celebration Sleepover at the Aquarium: The series begins with a keynote session from a regional activist, researcher or policy maker working toward finding solutions to single-use plastics, followed by an evening event featuring conservation exhibitors throughout the Aquarium. Participants will sleepover in the Aquarium and participate in a breakout sessions of their choice the following day.

The kick-off session included 6 hours of professional development instructional time directed by Aquarium staff, environmental scientists and environmental educators.

Networking Event: Teachers who have committed to engaging their students in a plastics action project will meet to exchange project ideas, learn more about plastic pollution issues, and network with key community members.

The mid-year check-in included 6 hours of professional development instructional time directed by Aquarium staff, environmental scientists and environmental educators.

Final Celebration: Teachers who have engaged their students in a project will be invited to bring 6 student representatives to present their projects and sleepover at the Aquarium.



Funding for the Ocean Plastic Pollution Summit has been provided the EPA and by the Johnson Ohana Charitable Foundation, founded by Jack and Kim Johnson to support environmental, art, and music education now and into the future.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/19/17

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X

Agreement Category:

- X Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval to Attend Out of State Training – Harvard University, Massachusetts (Freeman/West)

Board approval is requested for 26 middle school educators to participate in Harvard University’s Project Zero Classroom in Cambridge, Massachusetts from July 19th through July 23nd, 2017. The group’s participation in this very sought after program will afford them the opportunity to acquire the framework and tools to look at teaching analytically, develop new approaches to planning and make informed decisions about instruction. Participants will also explore ways to deepen student engagement, encourage critical thinking and make thinking visible. Upon returning to their school sites, each attendee will provide similar training and workshops to other educators for use in their respective classrooms/schools.

FISCAL IMPACT:

The cost to send 26 people to this event is not to exceed \$130,000.00 and includes Project Zero registration, airfare, hotel accommodations, ground transportation and meals, which will be funded by utilizing OSD Magnet Schools Assistant Program grant funds.

RECOMMENDATION:

It is recommended by the Assistant Superintendent of Educational Services and the Project Director of MSAP, that the Board of Trustees approve the proposed out of state conference attendance as outlined above.

ADDITIONAL MATERIAL:

Conference Details

[\(/\)](#)

Project Zero Classroom

[Apply \(https://www.events.harvard.edu/profile/form/index.cfm?PKformID=0x47863027f8\)](https://www.events.harvard.edu/profile/form/index.cfm?PKformID=0x47863027f8)

7/19/17 to 7/23/17

Tuition: \$3,150

Priority Application Deadline: February 28, 2017

We are currently accepting and reviewing applications as space is available. For consideration, please submit an application at your earliest convenience.

[Contact Us \(mailto:ppe@gse.harvard.edu?Subject=Inquiry%3A%20Project%20Zero%20Classroom\)](mailto:ppe@gse.harvard.edu?Subject=Inquiry%3A%20Project%20Zero%20Classroom)

[Request More Information \(https://www.gse.harvard.edu/node/504071\)](https://www.gse.harvard.edu/node/504071)

What You Will Learn

Research-based frameworks, practices, and tools that promote outcomes such as understanding, critical thinking, ongoing assessment, creativity, and professional development in school and other learning environments.

Program Overview

How can educators create experiences that engage learners and support the development of the skills that matter most in today's complex, global, and interconnected world? How can the contemporary classroom become a catalyst for learners to become the citizens and leaders of tomorrow?

For fifty years, Project Zero has pioneered research that has examined facets of human potential — such as the nature of intelligence, creativity, learning, ethics, and thinking — and how educators, schools and other learning environments support its development. The Project Zero Classroom (PZC) features research-based frameworks that enable you to understand these facets, reflect on pedagogical practice, and adapt tools to fit your classroom context. In order to support your learning at the institute, the PZC will engage you in a variety of formats designed to model practices that promote intellectual curiosity as well as interdisciplinary and collaborative inquiry. Plenaries, workshop, and study groups are facilitated by researchers and educators steeped in Project Zero practices. These learning experiences will both help you both to deepen your understanding of PZ frameworks and ideas and to develop plans for applying what you've learned to your own context.

Program Objectives

The program explores fundamental educational questions, such as: In today's complex and interconnected world...

- What does it mean to understand? How does it develop?
- What are the roles of reflection and assessment in learning?
- How can we nurture critical thinking and creativity?
- How can we design for a variety of learners and contexts?
- How can we continue our learning with others after the PZC?

Who Should Attend

Early childhood, elementary, middle, and secondary school educators and administrators, teacher educators, after-school educators and museum educators. Participants are **strongly encouraged to attend in teams** so that they can reflect together during and after the program. Individual participants are also welcome.

Learning in this program takes place through provocative and interactive plenaries, experiential workshops, and collaborative inquiry done in small “study groups.” **Therefore, fluency in English is essential for participation.**

[English Fluency Guidelines \(/node/417231/\)](/node/417231/)

English Fluency Requirement

Fluent knowledge of spoken and written English is essential for successful participation in Project Zero.

The Harvard Graduate School of Education requires all students whose native language is not English, or whose bachelor’s degree is not from a college or university where English is the language of instruction, to have scores of **at least 100 TOEFL IBT** (250 TOEFL CBT). Since the Project Zero experience requires an English proficiency level equivalent to the graduate level, **we expect all participants to meet this standard.**

Participants deemed to have insufficient English fluency to successfully participate in the program may not be awarded a certificate of completion or clock hour letter. We also reserve the right to limit your participation to language appropriate activities. Refunds **will not** be available in these cases.

[English Fluency Guidelines \(/node/417231/\)](/node/417231/)

Faculty Chair

[Daniel Wilson \(/node/127542/\)](/node/127542/) is the director of Project Zero and a lecturer of education at the Harvard Graduate School of Education (HGSE). His research and teaching focuses on the nature learning in groups, examining how groups

navigate collaborative tensions through language, routines, roles, and artifacts. Wilson is an active principal investigator at Project Zero, the faculty chair of Learning Environments for Tomorrow (a joint institute at HGSE and the Harvard Graduate School of Design), and has served on the faculty for the Doctorate for Educational Leadership at HGSE.

Enrollment

The PZC is an application-based program and may not be able to accommodate all applicants. Early application is encouraged. Each year PZC aims to gather a diverse community of educators representing a range of contexts. Criteria that will be considered when forming this community will include:

- Fit between the applicant's learning goals and the program
- School type, geographic location, characteristics of students and the community it serves)
- Prior experience with Project Zero ideas
- Whether the applicant is part of a team (applicants applying in teams are preferred)

The initial application deadline is February 28, 2017 and early acceptance decisions will be emailed in mid-March. Additional applications are encouraged after this deadline and acceptance will be contingent upon space available.

Fees, Hotel Accommodations, and Policies

The comprehensive tuition includes all instructional materials and refreshments. Participants receive a certificate of participation and a letter confirming clock hours of instruction.

Payment or a purchase order must be received within thirty days of program acceptance and prior to the program start. Participants are responsible for their own travel expenses. While a purchase order confirms a reservation, an outstanding balance is maintained until payment is rendered.

Please **click here** (<https://www.gse.harvard.edu/ppe/campus-experience>) for more information on hotel accommodations for on-campus programs.

Please **click here** (<https://www.gse.harvard.edu/ppe/professional-education-refund-and-withdrawal-policies>) for more information on our on-campus and online refund and withdrawal policies. If you have any additional questions or concerns about your ability to participate, please contact our admissions team at ppe@gse.harvard.edu (<mailto:ppe@gse.harvard.edu>) or 1-800-545-1849.

The Harvard Graduate School of Education reserves the right to change faculty or cancel programs at its discretion. In the unlikely event of program changes, the school is not responsible for non-refundable travel arrangements or other planning expenses incurred.

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/19/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA X Agreement Category:
_____ Academic
 X Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
SECTION D: ACTION _____
SECTION E: APPROVAL OF MINUTES _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approve Out of State Conference, 21st Annual Safe and Civil Schools National Conference in Portland, Oregon (Freeman/Ridge)

The Board's approval is requested for Mr. Michael Chris Ridge, Director of Pupil Services and fourteen (14) other Oxnard School District and one (1) VCOE staff member, for a total of 16 people to attend the 21st Annual Safe and Civil Schools National Conference in Portland, Oregon, from July 16-20, 2017.

Safe and Civil Schools has partnered with schools to improve school climates, address the social-emotional learning needs of students, and assist with effective customize professional development plans, as well as empowering staff to establish positive conditions for learning.

This conference gives the opportunity to increase the fidelity of implementation of foundations, CHAMPS, and interventions. The conference also allows for a deeper look into the ins and outs of positive behavioral interventions and supports (PBIS) and multi-tiered systems of support (MTSS) to assist in improving student engagement, managing classroom behavior effectively, and motivating even the most challenging students.

Attendees:

<u>SCHOOL</u>	<u>STAFF</u>	<u>TITLE</u>
Brekke	Traci Martinez	Teacher
Chavez	Dr. Naomi Cortez	Assistant Principal
Chavez	Teresa Silvas	School Counselor
Chavez	Brasilia Perez	Principal
Curren	Gaby Torres	School Counselor
Frank	Dave De Los Santos	Teacher
Haydock	Emily Barbata	Teacher
Lemonwood	Allison Cordes	Assistant Principal
Ramona	Claudia Martinez	School Counselor
Rose	Mayra Perez	School Counselor

Sierra Linda	Susana Luna Gamez	School Counselor
Sierra Linda	Julianne Newman	Teacher
Sierra Linda	Carmen Serrano	Principal
Soria	Maria Magana	Outreach Specialist
Pupil Services	Chris Ridge	Director
VCOE	Jeremy Resnick	Director

FISCAL IMPACT:

Total cost not to exceed \$40,000 for the following expenses, to be paid out of CHAMPS/PBIS funds and site funds.

For 16 people:

\$15,600 Conference registrations \$975 each
 \$ 5,600 Airfare at estimated \$350 round trip each
 \$ 2,864 Lodging at about \$179 single/doubles
 \$ 1,600 Shuttle service, about \$100 each as needed
 \$ 1,700 Mileage at .535 mile rate round trip each as needed
 \$ 6,000 for 5 days of 3 meals for each (at about \$25 per meal for 16 people = \$1,200 a day.)
 \$ 500 for materials
 \$ 6,000 for about 10 non-admin staff members at about \$1,200 for 5 days
 \$ 39,864 Estimated Grand total

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services, that the Board of Trustees approve the out of state conference attendance as outlined above.

ADDITIONAL MATERIAL(S):

Attached: Workshop information



— *21st Annual* —
Safe & Civil Schools National Conference

Sunday–Thursday • July 16–20, 2017

Portland Marriott Downtown Waterfront



For the best choice of sessions,
REGISTER NOW

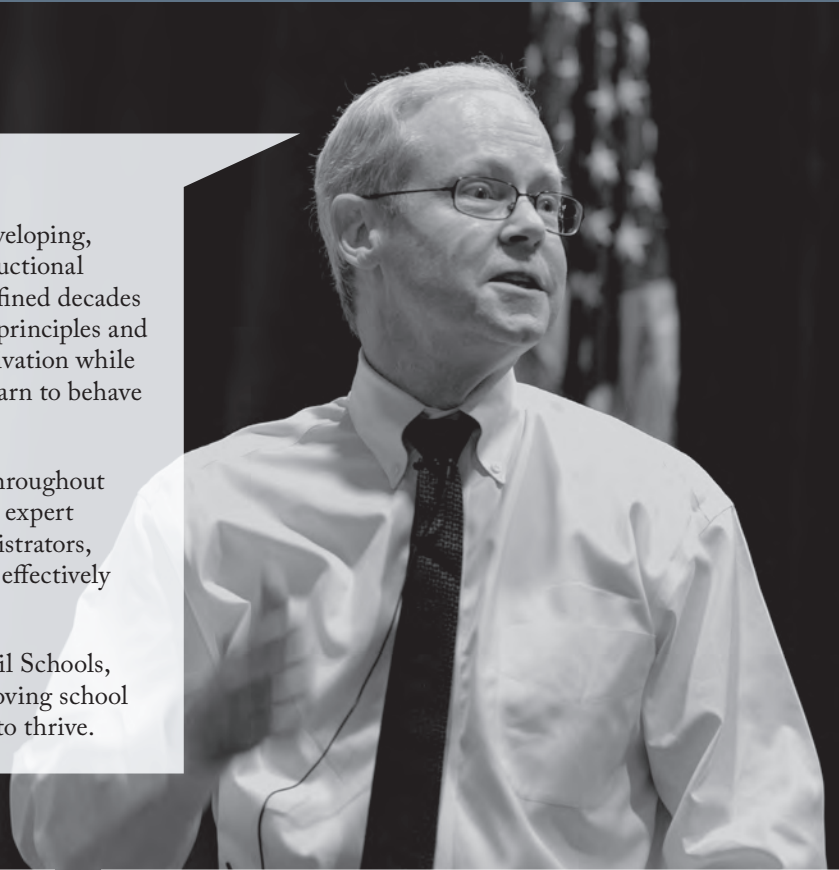
Sessions Fill Quickly

DR. RANDY SPRICK

Dr. Randy Sprick has dedicated more than 35 years to developing, advocating, and propagating proactive, positive, and instructional strategies across the nation. With his associates, he has refined decades of research-based best practice into practical, easy-to-use principles and procedures that encourage student responsibility and motivation while humanely and effectively helping misbehaving students learn to behave more responsibly.

Each year, Dr. Sprick presents to over 25,000 educators throughout the United States and Canada. He is a much-sought-after expert whose books and in-service training help teachers, administrators, school psychologists, and other educators understand and effectively implement positive behavioral interventions and supports.

As the primary author and lead consultant for Safe & Civil Schools, Dr. Sprick continues work to accomplish his goal of improving school cultures and climates and enabling teachers and students to thrive.



Randy has had extensive experience as a teacher, program developer, researcher, writer, and staff developer. One of the most sought-after teachers in the country, he has a deep understanding of the complexities of schools, the needs of adolescents and teachers, and the dynamic that exists among them. I consider Randy Sprick to be one of the brightest and most insightful educators of our time. His mission has been to improve the quality of environments in schools and enable teachers and students alike to thrive. I believe that he has been extraordinarily successful in that quest.

—Donald D. Deshler, Director, University of Kansas Center for Research on Learning

IN PROFESSIONAL DEVELOPMENT, EXPERIENCE COUNTS

For more than 30 years, **Safe & Civil Schools** consultants have partnered with schools around the country to improve school climates, address the social-emotional learning needs of students, and design effective, customized professional development plans. Our training empowers staff to establish positive conditions for learning.

We can help you and your staff:

- Experience dramatic decreases in suspensions, expulsions, referrals, and dangerous incidents across all levels—schoolwide, in the classroom, and with individual students.
- Establish safer, calmer discipline policies for your common areas and in your classrooms.
- Implement an RTI approach to problem-solving and designing behavior improvement plans.

Our interactive workshops are conducted by dynamic educators with direct experience in implementing the **Safe & Civil Schools** Positive Behavioral Interventions and Supports (PBIS) model.

Dear Colleagues,

I invite you to join other educators and Safe & Civil Schools staff this summer for the 21st Annual Safe & Civil School National Conference. Last year, more than 850 participants from around the country took this opportunity to learn new tools and strategies to help create positive change in their school and districts.

We are committed to providing professional development that is proven, practical, and immediately usable. The comment we most like to hear is, "I can use this tomorrow!"

The conference is an opportunity for us to work with district and school leaders to increase the fidelity of implementation of Foundations, CHAMPS, and Interventions. The conference also allows us to dig deeper into the ins and outs of positive behavioral interventions and supports (PBIS) and multi-tiered systems of support (MTSS) to assist you in improving student engagement, managing classroom behavior effectively, motivating even the most challenging students, supervising the common areas of your building, and so much more.

Based on feedback from last year's participants, we have added several new sessions on topics such as addressing bullying, adapting content-area curriculum and instruction for diverse classrooms, and developing leadership skills to build and maintain a positive school climate.

My favorite part of our time together is the relationships that are built. It is exciting to see the impact created in schools across the country by those who have joined us. I am excited to meet new attendees who will bring this work to new locations. We are excited to continue learning with all of you!

We look forward to seeing you this summer in Portland.

Randy Sprick

CHAMPS Classroom Management

Presented by Tricia Berg

2 Days: Mon & Tues

Teachers who want to improve their classroom management will benefit from strategies to manage student behavior and improve student motivation. Learn how to teach students to behave in a responsible manner, improve behavior in transitions, reduce off-task behavior during instruction and independent work, and use positive feedback and consequences more effectively. While this session includes content from *CHAMPS* (2nd ed.), familiarity with this text is not required.

Grades K–8. Required text: *CHAMPS* (2nd ed.). Bring your own copy, or purchase at the conference or ahead of time at pacificnwpublish.com.

The Tough Kid Series: Practical Behavior Management

Presented by William R. Jenson

2 Days: Mon & Tues

This introduction to the basic philosophy of *The Tough Kid Series* outlines the definitions, assumptions, and techniques included in these practical materials. Review the causes of Tough Kid behavior and how to avoid unproductive educational practices. Learn proactive and positive strategies, including Mystery Motivators, to remediate problematic behaviors. Examine strategies to decrease the behavioral excesses of noncompliance and arguing. All strategies presented are evidence-based interventions that can be efficiently implemented by both general and special educators. The session also covers advanced techniques from *The Tough Kid Series*, including *Managing the Toughest Tough Kids*, *Working With Parents of Tough Kids*, and *Tough Kid Issues for Administrators*.

Grades 1–8. Required text: *The Tough Kid Book* (2nd ed.). Bring your own copy, or purchase at the conference or ahead of time at pacificnwpublish.com.

Designing a Comprehensive Bullying Prevention and Intervention Plan

Presented by Jessica Sprick

2 Days: Mon & Tues

Bullying is one of the most complex and difficult situations we must address in schools. This session will examine how to set up a multi-tiered approach to prevent bullying at a universal level and then intervene with chronic bullying problems. Learn essential components of bullying prevention and a wide range of variables that can be manipulated to address the specific bullying issues you see in your school. This session will also introduce how to implement a function-based approach to assess and provide effective intervention with individuals who chronically bully, while supporting students who are targets of bullying.

Grades K–12. Recommended text: *Bullying Solutions: Universal and Individual Strategies*

Discipline in the Secondary Classroom: Classroom Management

Presented by Susan J. Isaacs

2 Days: Mon & Tues

A corollary to CHAMPS, DSC is a proactive, positive, and instructional approach to classroom management designed to help the secondary classroom teacher manage student behavior and increase student motivation. Participants will learn to organize their classroom for student success, communicate clear expectations for student behavior, motivate students to do their best, and skillfully respond to student misbehavior.

Grades 9–12. Required text: *Discipline in the Secondary Classroom* (3rd ed.). Bring your own copy, or purchase at the conference or ahead of time at pacificnwpublish.com.

Foundations (Schoolwide PBIS): Implementation and Maintenance

Presented by Randy Sprick

2 Days: Mon & Tues

This session is based on *Foundations* (3rd ed.) and will be useful to those on leadership teams for behavior—both current Foundations users and those who are not

using the program but might be interested. Content includes an overview of each of the essential elements of the Foundations processes and provides tools to assess the level of implementation. Major components of the session include:

- Sustainability of the improvement cycle
- Consistency and efficacy of common area procedures
- Clarity and enforcement of schoolwide policies
- Positive climate and school connectedness
- Safety, discipline, and alternatives to suspension
- Multi-tiered systems of support (MTSS) for behavior
- Maintenance and districtwide sustainability

This session is especially useful to members of school-based leadership teams and district personnel responsible for behavior support.

Grades K–12

Academic Supports: Adapting Content Area Curriculum and Instruction in Diverse Classrooms

Presented by Marilyn Sprick

2 Days: Mon & Tues

This workshop provides strategies for meeting course requirements while addressing the range of background knowledge, skills, and abilities of students in diverse classrooms. The goal is to improve academic success for all without watering down the curriculum. We will work on frameworks that provide individual teachers and collaborative groups (grade-level and subject-area professional learning communities [PLCs]) with a process that includes planning, active engagement, and assessment. Augment content-area instruction by exploring:

- **STRUCTURE:** Allow for differentiation across all levels of students from the highly capable to struggling learners
- **TEACHING:** Adopt menus of strategies that enable high rates of academic learning for all
- **OBSERVING:** Monitor student progress
- **INTERACTIONS:** Build interactions that motivate learning
- **CORRECTIONS:** Provide effective positive and corrective feedback

Grades 4–12

Addressing Absenteeism

Presented by **Jessica Sprick**

2 Days: Wed & Thurs

A growing body of research indicates that regular student attendance is one of the most critical yet underaddressed issues in schools today. If students are going to be successful in school, they first have to be in school. This session provides participants with practical strategies to monitor and address student absenteeism across all grade levels.

Participants will leave this session knowing how to effectively analyze attendance data and prioritize resources. Learn how to implement schoolwide procedures to improve the attendance of all students, and use function-based approaches to design effective intervention plans for individuals. This session will also prepare participants to implement a number of interventions that address the most common functions of student absenteeism.

Grades K-12. Required text: *Absenteeism & Truancy: Interventions & Universal Procedures*. Optional text: *Functional Behavior Assessment of Absenteeism & Truancy* (includes one copy of the required text). Bring your own copy, or purchase at the conference or ahead of time at pacificnwpublish.com.

Designing Behavior

Intervention Plans: The Safe & Civil Schools Approach

Presented by **Susan J. Isaacs**

2 Days: Wed & Thurs

This session will focus on how to help teachers identify factors that contribute to or perpetuate any chronic misbehavior and use that information to design behavior improvement plans. The session begins with a focus on the early-stage interventions in the book *Interventions: Evidence-Based Intervention Strategies for Individual Students* and in the Foundations program. These interventions are the first step teachers can take. They include planned discussion, academic adaptation, goal setting, data collection and debriefing, and improving positive interactions. If these are not effective, a function-based intervention is likely needed. Such an intervention analyzes setting events and contributing factors such as lack of information or skill, need for attention, need for power or control, escape, and more. Specific intervention strategies will be presented for each of these major functions. This session will also provide an



PROFESSIONAL DEVELOPMENT CREDIT

Professional Development Credit is available through Brandman University. To determine whether these credits are acceptable, check with your school or district. (Credit requires additional fee and follow-up assignment.)

Register online: brandman.edu/diggingdeeper

orientation to Dr. Sprick's resource *Teacher's Encyclopedia of Behavior Management—100+ Problems/500+ Plans*.

Grades K-12. Recommended texts: *Teacher's Encyclopedia* and *Interventions*.

Expanding Tier 2 Behavior Support: Check-In Systems and Meaningful Jobs

Presented by **Mickey Garrison**

2 Days: Wed & Thurs

Seeking ways to enhance discipline and maximize learning? This interactive session will have participants apply the principles of Structure, Teach, Observe, Interact positively, and Correct fluently (STOIC) to their current schoolwide practices and ready-to-use Tier 2 support systems. An emphasis will be placed on creating systems that provide increased feedback and monitoring for students who do not respond to universal supports while keeping things simple and quick for staff. Participants will be able to compare and contrast the most widely used systems, allowing them to make informed choices about establishing their own program or enhancing their existing system. This session will also delve into using meaningful school-based jobs to address student difficulties. Participants leave with practical strategies to implement in their district or school.

Grades K-12

Leadership in Behavior Support

Presented by **Karl Schleich**

2 Days: Wed & Thurs

Note: This session is for principals, assistant principals, aspiring principals, district leadership, and other building leaders.

Effective schools have effective leadership. The role of the principal is extremely complex, with tremendous rewards. Access to the best research and evidence-based tools and strategies is key to every instructional leader's success. This workshop focuses on the concepts, strategies, and tools in *Leadership in Behavior Support*, by Dr. Randy Sprick and others. Workshop topics cover the instructional leader's role in:

- Building and maintaining a positive and proactive school climate for students, staff, and the community
- Effectively creating a shared leadership model that can support and unify staff around a schoolwide classroom management model
- Collecting and analyzing behavior data for continuous improvement
- Conducting powerful staff meetings and practicing effective decision making

Grades K-12. Recommended text: *Leadership in Behavior Support*.

4-DAY TRAINING OF TRAINERS SESSIONS

CHAMPS/DSC TOT

Presented by Kathy Hoes

4 Days: Mon–Thurs

Focus on strategies for training your staff to use CHAMPS concepts to manage student behavior and prevent problems in the classroom. Learn techniques for showing teachers how to work on essential classroom management competencies, including teaching expectations, designing schedules, using positive interactions, and establishing consequences for misbehavior. Participants should have good working knowledge of the content in *CHAMPS* or *Discipline in the Secondary Classroom* (see box below).

Grades K–12. Required text: *CHAMPS* (2nd ed.) or *DSC* (3rd ed.). Bring your own copy, or purchase at the conference or ahead of time at pacificnwpublish.com.

Should I sign up for the Training of Trainers (TOT) session for CHAMPS/DSC or one of the General Content (GC) sessions?

If you can answer the following questions, you're ready for the CHAMPS/DSC Training of Trainers:

- What does the acronym CHAMPS stand for?
- Which CHAMPS chapter would you not train as "stand-alone" content?
- What are the four functions of purposeful or habitual misbehavior addressed in CHAMPS?
- How does one calculate the 3:1 ratio of interactions?
- What are three characteristics of a good attention signal?

If you are unable to answer these questions, you're not quite ready for the Training of Trainers (TOT) session. To get the most out of the conference, please sign up for a General Content (GC) session.

Interventions TOT

Presented by Mike Booher

4 Days: Mon–Thurs

This session focuses on different training options (e.g., agendas, processing activities, application activities, etc.) when training general education teachers, special education staff, and support staff to develop and implement 18 behavior interventions from the *Interventions* book. Bonus content will cover delivering effective verbal redirections, assessing and addressing the eight basic psychological and social needs of students, and assessing a student's motivation. Tips on how to be an effective trainer will also be shared.

Grades K–12. Prerequisite: Participants need to be familiar with behavior interventions and should have already attended a workshop on developing and implementing the 18 interventions from the book. Required text: *Interventions: Evidence-Based Behavioral Strategies for Individual Students* (2nd ed.). Bring your own copy, or purchase at the conference or ahead of time at pacificnwpublish.com.

READ
PREREQ
BELOW

Explicit Instruction TOT

Presented by Anita Archer

4 Days: Mon–Thurs

This Training of Trainers session is designed for professional developers and teacher-leaders who recognize the incredible impact that systematic, direct, engaging, and success-oriented instruction can have on students, teachers, and schools—people who, in their interactions with administrators, staff, and students, exemplify the idea that how well students learn depends on how well they're taught. This session will immerse practitioners in the theory and practice of designing and delivering instruction in a manner that is systematic, direct, engaging, and success oriented—in a word: explicit. Participants will then be prepared to provide this training, as well as follow-up coaching, to educators in their home districts. Among the critical content and skills discussed are:

- Active engagement/opportunities to respond
- Lesson structure and design for both skills and strategies
- Effective, instructional corrections
- Professional development techniques

Grades 1–8. Required text: *Explicit Instruction*. Bring your own copy, or purchase at the conference or ahead of time at pacificnwpublish.com.

We have used Safe & Civil Schools extensively in our district. They are training Leadership Teams in all of our schools, and all licensed staff across the district have participated in CHAMPS training. I cannot say enough about this organization and the people who work there. Everyone is responsive and dedicated to doing what is the very best for your district. I highly recommend them and find the impact of their work well worth the expenditure.

—Dr. Denise Seguire,
Chief Academic Officer, Wichita Public Schools, Kansas



MAKE A LASTING IMPACT ON THE WAY YOU EDUCATE

Take time to reinvigorate your approach to the important work you do in the lives of our nation's children. Connect directly with experts from across the country.

Coaching Classroom Management TOT

Presented by
Tricia McKale Skyles
2 Days: Wed & Thurs

Help teachers manage their classrooms effectively through the power of coaching. This session will provide ideas and suggestions for coaches or trainers of coaches who will be working with teachers in either an evaluative or nonevaluative role. Learn strategies and suggestions to help organize staff for effective classroom management implementation, including communicating clear expectations to staff and structuring effective observations. This session will help administrators encourage teachers at every level to view coaching as a resource for improving classroom management practices. Learn how to use forms and strategies for working with teachers directly and immediately, and develop guidelines for selecting and implementing interventions based on observational data.

Grades K-12. Required text: *Coaching Classroom Management* (2nd ed.). Bring your own copy, or purchase at the conference or ahead of time at pacificnwpublish.com.

Comprehensive/Intensive Classroom Management

Presented by Laura Hamilton
4 Days: Mon-Thurs

Note: This session is for teachers of students with intensive behavioral needs (SED classrooms). Other support staff may wish to attend, but the greatest benefit will come when they are joined by the teachers they support.

Developing successful programs for students with intensive behavioral needs is challenging! No single factor will suddenly make the program successful. The trick is making all factors work together so that the program is successful for the teacher and students. Teachers will learn the essential behavior management strategies and techniques that must be in place for students with intensive behavioral needs. After an overview of strategies that make up comprehensive behavior management plans, participants will delve into details in the following areas:

- Understanding the basic needs of all students and how these needs play into the structure of the program.
- Establishing a solid and highly structured daily schedule.
- Designing the physical setting of the classroom.

- Developing and effectively implementing classroom rules and consequences.
- Establishing expectations and enforcing them consistently.
- Learning the differences between rules, procedures, and expectations to avoid risking inconsistencies in the classroom structure and management plan.
- Developing and effectively implementing a Point Sheet and Levels System to shape appropriate behaviors.
- Building relationships by using the ratio of interactions strategy.

The workshop will also present an overview of teaching social skills and correcting social errors with precorrection, social coaching, and the social skill correction procedure.

Grades K-12

IMPORTANT NOTE CANCELLATION POLICY

Due to limited seating, there will be a \$25 processing fee for cancellations made before May 26, 2017, and a \$150 processing fee for cancellations between May 26 and June 16, 2017. No refunds are possible for cancellations after June 16, 2017.

SHOP & EXPLORE PORTLAND—TAX FREE

Downtown Portland has a broad array of places to dine, shop, and enjoy. Within walking distance from your hotel, you can partake of an elegant five-course meal or sample authentic Mexican or Thai cuisine from a food cart.

Into shopping? Portland will not disappoint. The city features independent boutiques with locally designed clothing. Or visit a national retailer for your shopping spree—in Oregon, it's tax free!

Entertainment in the city abounds. From theater and dance performances to local brew pubs and wine bars, the nightlife sizzles. If family-style entertainment is your cup of tea, view Native American art at the Portland Art Museum, ride the train at the Oregon Zoo, tour the Pittock Mansion, browse the inventory at Powell's Books, or enjoy a serene stroll through the Japanese Garden.

In Portland, there's something for everyone.



Photo by Jamie Francis

PORTLAND JAPANESE GARDEN



Photo by Jamie Francis

TAX-FREE SHOPPING
THROUGHOUT THE STATE

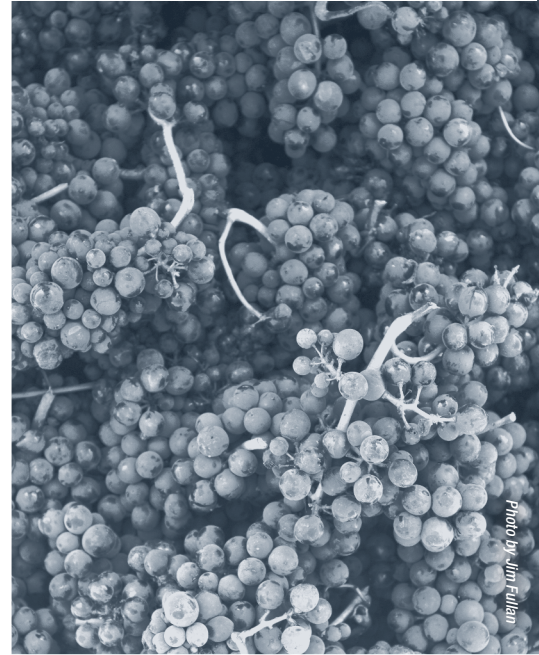


Photo by Jim Fullan

WINE COUNTRY

Not much of a city person? Not a problem. From Portland, it's easy to escape into the countryside.

Visit Hood River County. Take a hike on Mount Hood. You can be at Timberline Lodge in an hour and a half and can choose a trail that fits your abilities. This area also has plenty of vineyards and wineries to visit.

An hour and a half in the opposite direction brings you to the Oregon Coast. Spend the day, then finish it off with a bowl of chowder from one of the local restaurants.

Drive the Columbia Gorge, an 80-mile canyon of the Columbia River. Along the way, stop at the Vista House and Multnomah Falls for a spectacular photo.

For more information about what to see and do in and around Portland, check out Travelportland.com.



Photo by Jim Fullan

HOOD RIVER COUNTY

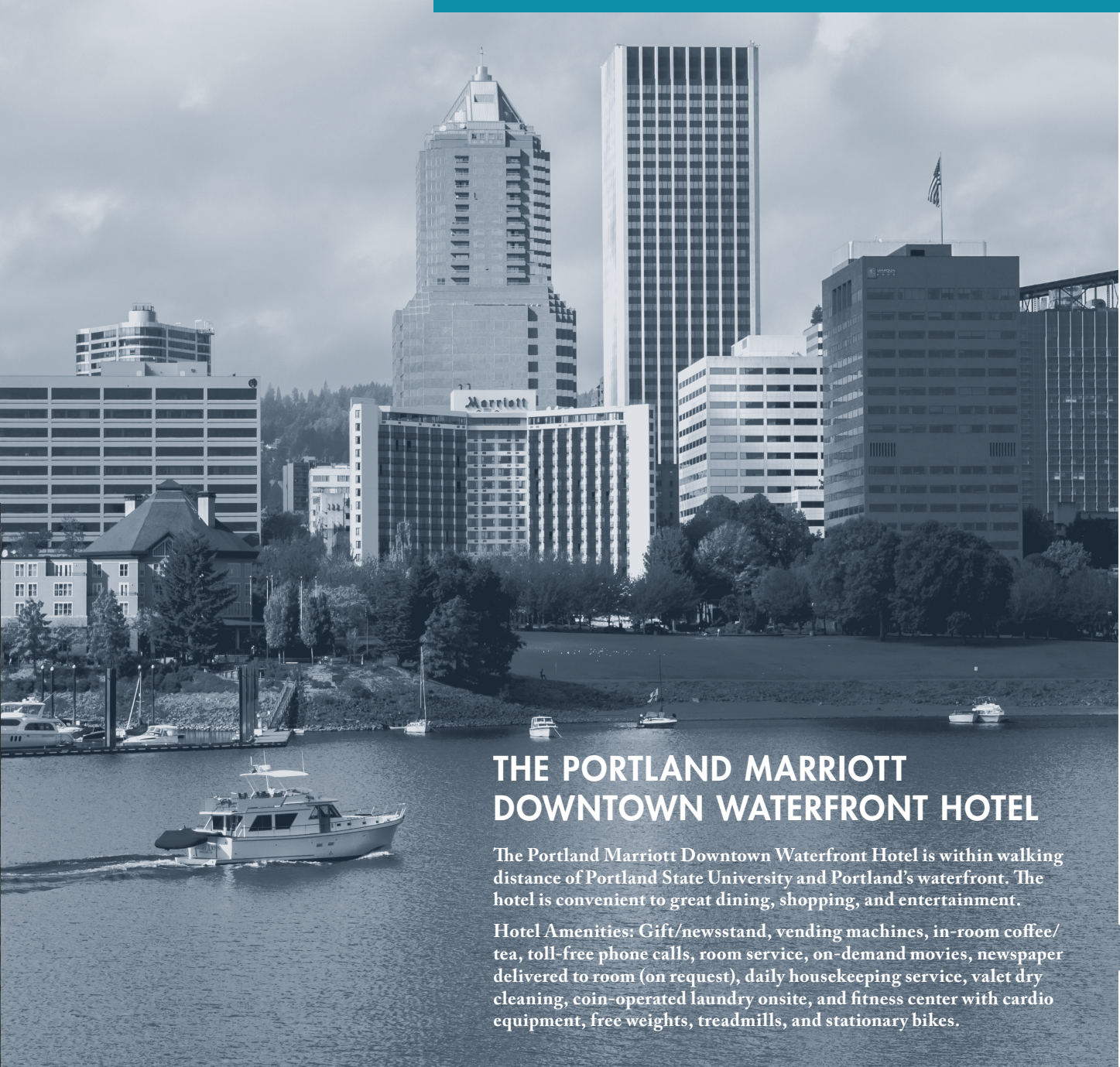


MULTNOMAH FALLS

HOTEL INFORMATION

RESERVE YOUR ROOM (BUT REGISTER FIRST!)

Visit safeandcivilschools.com to reserve your room online—or call **1-877-901-6632**. (Wait until your conference registration is confirmed.) A limited number of rooms are available at special reduced rates starting at \$179 single/double occupancy + tax. Rooms fill quickly, so reserve your room as soon as your conference registration is confirmed to receive this special rate. If you call to make a reservation, please indicate that you are with the Safe & Civil Schools National Conference.



THE PORTLAND MARRIOTT DOWNTOWN WATERFRONT HOTEL

The Portland Marriott Downtown Waterfront Hotel is within walking distance of Portland State University and Portland's waterfront. The hotel is convenient to great dining, shopping, and entertainment.

Hotel Amenities: Gift/newsstand, vending machines, in-room coffee/tea, toll-free phone calls, room service, on-demand movies, newspaper delivered to room (on request), daily housekeeping service, valet dry cleaning, coin-operated laundry onsite, and fitness center with cardio equipment, free weights, treadmills, and stationary bikes.

SESSION CALENDAR

GC TOT SED CLASSROOMS	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
	16	17 8:30 am–3:30 pm	18 8:30 am–3:30 pm	19 8:30 am–3:30 pm	20 8:30 am–3:30 pm
<p>2:00 pm–6:00 pm Registration: Stop by any time to pick up conference packets.</p> <p>7:00 pm–8:15 pm Keynote presentation with Dr. Randy Sprick</p> <p>8:15 pm–9:30 pm Reception: Come and meet your colleagues, the presenters, and the Safe & Civil Schools staff.</p>	<ul style="list-style-type: none"> • CHAMPS Classroom Management GC (p. 4) • The Tough Kid Series: Practical Behavior Management GC (p. 4) • Designing a Comprehensive Bullying Prevention and Intervention Plan GC (p. 4) • Discipline in the Secondary Classroom: Classroom Management GC (p. 4) • Foundations (Schoolwide PBIS): Implementation & Maintenance GC (p. 4) • Academic Supports: Adapting Content Area Curriculum and Instruction in Diverse Classrooms GC (p. 4) 	<ul style="list-style-type: none"> • Addressing Absenteeism GC (p. 5) • Designing Behavior Intervention Plans: The Safe & Civil Schools Approach GC (p. 5) • Expanding Tier 2 Behavior Support: Check-In Systems and Meaningful Jobs GC (p. 5) • Leadership in Behavior Support GC (p. 5) 	<p>Coaching Classroom Management TOT (p. 7)</p>		
<p>Comprehensive/Intensive Classroom Management SED CLASSROOMS (p. 7)</p>					

GC = General Content sessions
TOT = Training of Trainers sessions

NOTE: Some conference sessions will fill early. Please confirm your registration before you book travel.

JULY 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 — In Portland —	18	19	20	21	22
23	24	25	26	29	30	31

IMPORTANT NOTES

Sessions will begin at 8:30 am and continue until 3:30 pm.

All participants will receive handouts for their sessions. Many sessions require additional texts. Training of Trainer session participants will receive reproducible workshop handouts and PowerPoint presentations.

When planning your schedule, please note that some sessions run across four days while others are given in two days. Make sure that you enroll in only one session per day. Use the session calendar above to assist in planning.



CONTINENTAL BREAKFAST & BUFFET LUNCH

Breakfast and lunch are included in your registration. Vegetarian options will be available. If you have dietary concerns, please call us at 1-800-323-8819 in advance of the conference.

REGISTER

Pre-registration is required for each session you will attend. All registrants may attend the keynote presentation and reception on Sunday, July 16 (7:00 pm – 9:30 pm). **General Content (GC)** and Training of Trainers (TOT) sessions are marked by color.

- I will attend any 2 days of the conference \$695.00
 I will attend the entire conference \$975.00

MONDAY & TUESDAY, JULY 17–18

- CHAMPS Classroom Management (GC, K–8)
Required: *CHAMPS* (2nd ed.)
- The Tough Kid Series: Practical Behavior Management (GC, 1–8)
Required: *The Tough Kid Book* (2nd ed.)
- Designing a Comprehensive Bullying Prevention and Intervention Plan (GC, K–12)
- Discipline in the Secondary Classroom: Classroom Management (GC, 9–12) Required: *Discipline in the Secondary Classroom* (3rd ed.)
- Foundations (Schoolwide PBIS): Implementation & Maintenance (GC, K–12)
- Academic Supports: Adapting Content Area Curriculum and Instruction in Diverse Classrooms (GC, 4–12)


WEDNESDAY & THURSDAY, JULY 19–20

- Addressing Absenteeism (GC, K–12)
Required: *Absenteeism & Truancy: Interventions and Universal Procedures*
- Designing Behavior Intervention Plans: The Safe & Civil Schools Approach (GC, K–12)
- Expanding Tier 2 Behavior Support: Check-In Systems and Meaningful Jobs (GC, K–12)
- Leadership in Behavior Support (GC, K–12)
- Coaching Classroom Management (TOT, K–12)
Required: *Coaching Classroom Management* (2nd ed.)

MONDAY–THURSDAY, JULY 17–20

- CHAMPS/DSC (TOT, K–12)
Required: *CHAMPS* or *DSC*
- Interventions (TOT, K–12)
Required: *Interventions*
- Explicit Instruction (TOT, 1–8)
Required: *Explicit Instruction*
- Comprehensive/Intensive Classroom Management (K–12) SED Classrooms

TO REGISTER:

 1-800-323-8819 or FAX: 541-345-6431

 Scan & email to info@safecivilschools.com

 Safe & Civil Schools, P.O. 50550, Eugene, OR 97405

Name _____ Position _____

District _____ School _____

Participant Email (required) _____

Additional Email (confirmation) _____

Work Home Address _____

City _____ State _____ Zip _____

Phone _____ How did you hear about this event? _____

MAKE PAYMENT Charge Check PO *Make checks or purchase orders payable to Safe & Civil Schools*

Visa/MC Card# _____ - _____ - _____ Exp. Date _____

PO# _____ School or District _____ Address _____

City _____ State _____ Zip _____ Phone _____

Cancellation policy

Due to limited seating, there will be a \$25 processing fee for cancellations made before May 26, 2017, and a \$150 processing fee for cancellations between May 26 and June 16, 2017. **No refunds are possible for cancellations after June 16, 2017.**

ORDER REQUIRED TEXTS

The required materials noted in Step One are essential to the workshop. To purchase items in advance, order them from Pacific Northwest Publishing, P.O. Box 50610, Eugene, OR 97405. Order online at pacificnwpublish.com, call 1-866-542-1490, or fax PO to (541) 345-1507. Books will also be available for purchase at the conference.

BOOK YOUR ROOM AND TRAVEL

Wait until your registration is confirmed before you book your travel in case conference sessions have filled. To reserve your room, visit safecivilschools.com or call 1-877-901-6632 and mention the Safe & Civil Schools National Conference.

21st Annual Safe & Civil Schools National Conference

NATIONAL CONFERENCE PRESENTERS



RANDY SPRICK

Randy is Director of Safe & Civil Schools and a consultant in behavior management. Each year, he conducts training and classes for more than 25,000 teachers and administrators. His successful approach to positive behavior management is the cornerstone of the Safe & Civil Schools series—proven materials that have revolutionized the way schools, educators, and administrators approach and shape school behavior.



MICKEY GARRISON

Mickey has been an educator for more than 40 years. During her tenure as a principal she refined the principles on which Connections—the web-based check-and-connect program—is based. She is an accomplished speaker and author, and was named the State Data Director of the Year by the national Data Quality Campaign in 2010.



ANITA ARCHER

Author of numerous curricular materials, chapters, books, and training materials, Anita is the recipient of ten Outstanding Educator awards. Currently, she serves as an educational consultant to school districts on effective instruction, language arts, classroom management, and study skills.



MIKE BOOHER

As a Safe & Civil Schools consultant, Mike works with school teams and administrators from school districts across the country on implementing Safe & Civil Schools programs.



WILLIAM R. JENSON

Coauthor of the popular Tough Kid series, Bill has published a variety of journal articles, books, and professional papers. His interests include behavior management, behavioral assessment, academic interventions, and parent training.



SUSAN J. ISAACS

Susan has been a teacher and consultant for more than 25 years. She is currently one of Safe & Civil Schools' lead trainers at many long-term district Foundations implementation sites.



JESSICA SPRICK

Jessica is a consultant for Safe & Civil Schools and an author for Pacific Northwest Publishing. She has been Dean of Students and special education teacher for students with behavioral needs and has strong training in positive behavior support techniques.



TRICIA BERG

Tricia began her career as a paraprofessional in a classroom for students with severe/multiple disabilities, then took a position teaching students with emotional/behavioral disabilities. As her skills grew, she was assigned the role of district behavior specialist to train and coach colleagues in schoolwide, classroom, and individual student support systems.



TRICIA MCKALE SKYLES

Tricia has worked extensively with the Strategic Instruction Model (KU-CRL) and is a coauthor of the *Coaching Classroom Management* book.



KATHY HOES

Kathy has worked in a variety of special education positions and has served as principal and assistant principal. Since 1991, she has worked in more than 20 school districts and four education service centers to provide professional development for teachers and administrators, both as a Safe & Civil Schools trainer and as an independent consultant.



LAURA HAMILTON BURDETTE

Laura has 15 years of experience teaching elementary and secondary students with emotional and behavioral disorders and 20 years of consulting experience. She is a lead trainer for Safe & Civil Schools.



KARL SCHLEICH

Karl has enjoyed a successful 34-year career as a teacher, coach, assistant principal, principal, district-level administrator, and consultant. Since 2011, Karl has worked as an independent consultant and trainer, assisting schools and districts throughout Alaska and the United States to improve instruction and school climate.



MARILYN SPRICK

Marilyn has been a classroom teacher and special education learning specialist. As a consultant, she has provided inservice for thousands of teachers in literacy, curriculum adaptation, and collaborative instruction. She is the lead author of the Read Well K-2 reading series and other teacher training resources.

Visit safeandcivilschools.com for more information

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **April 19, 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 1st Reading _____ 2nd Reading _____

Approval of the 2016-17 Quarterly Report on Williams Uniform Complaints; Third Quarter (Vaca)

DESCRIPTION OF AGENDA ITEM:

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district, during the third quarter.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2016-17 Quarterly Report on Williams Uniform Complaint; third quarter, as presented.

ADDITIONAL MATERIAL:

2016-17 Quarterly Report on Williams Uniform Complaints, Third Quarter (1 page)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2016-17

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **April 2017 (1/1/17 – 3/31/17)**

Date for information to be reported publicly at governing board meeting: **April 19, 2017**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **April 19, 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 1st Reading _____ 2nd Reading _____

Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

EXECUTIVE SUMMARY (description of item):

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA 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. Pursuant to the provisions of Government Code Section 3547, OSSA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. The proposals must have a Public Hearing before the parties meet to negotiate the items below:

- Article 3 Grievance Procedure
- Article 6 Duty Hours
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule May 3, 2017 for the Public Hearing for OSSA and the District's proposals.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 4/4/17 (1 page)
- Letter to OSSA President dated 4/4/17 (1 page)
- District's Initial Bargaining Proposals to OSSA for 2017-18 (1 page)
- Letter dated 2/22/17 from OSSA President to the District (2 pages)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

April 4, 2017

Ernest Morrison, President
Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2017-18

Dear President Morrison,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) 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 is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Lisa Cline, Chief Business Officer
Teri Gern, Director, Certificated HR
Luis Ramirez, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 22, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 6 (Duty Hours), Article 9 (Evaluations), and Article 11 (Leave Provisions).

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 Relations Act. The notice to set the public hearing will be on the April 19, 2017 Board agenda with the Public Hearing to be scheduled on May 3, 2017. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

April 4, 2017

Ms. Brenda Muth
Oxnard Supportive Services Association President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2017-18

Dear Ms. Muth,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) 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 is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Lisa Cline, Chief Business Officer
Teri Gern, Director, HR
Luis Ramirez, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 22, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 6 (Duty Hours), Article 9 (Evaluation), and Article 11 (Leave Provisions).

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Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp
Enclosure



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director, Classified Human Resources

Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2017-18

Interest Based Problem Solving Proposals

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 6 Duty Hours

- The District seeks to enter into discussions regarding OSSA Duty Hours.

Article 9 Evaluations

- The District seeks to enter into discussions regarding OSSA Evaluations.

Article 11 Leave Provisions

- The District seeks to enter into discussions regarding the OSSA Leave Provisions.



February 22, 2017

Dr. Jesus Vaca

Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2017-2018 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Bridgette Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) process during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Jose Carranza, Lauren Kaprielian, Annette Murguia, Monica Garcia and Irene Zavala.

The Association seeks to open the following articles:

Article 3 – Grievance – The Association seeks discussion regarding Grievance procedures.

Article 7 – Assignments - The Association seeks discussion regarding Assignment procedures.

Article 8 – Student Ratio - The Association seeks discussion regarding Student Ratios.

Sincerely,

Brenda Muth, President

Oxnard Support Services Association

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 4/19/17

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

X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Consider Approval of Change Order No. 005 to the Construction Services Agreement # 15-198, with Swinerton Builders to adjust the completion date and related schedule impact costs for the Lemonwood K-8 School Reconstruction (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.

The original Facilities Implementation Plan called for the construction of the new school beginning in phase 2 of the program in 2017-2018 academic year. CFW, working in consultation with District staff, has accelerated the commencement of construction as a result of thoughtful planning and early access to General Obligation Bond dollars that were not projected to be available until the future.

Change Order No. 005 covers additional scope of work. After testing the contents and stability of the soil at the electrical enclosure location, the geotechnical engineer required the addition of geogrid for the needed support. The original contract documents did not call for geogrid to be included.

FISCAL IMPACT

Thirty-Three Thousand Nine Hundred Forty-Nine Dollars and Forty-Six Cents (\$33,949.46) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 005 to the Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIAL

Attached:

- Change Order No. 005, Swinerton Builders (2 Pages)
- PCI #0164 (15 Pages)
- Construction Services Agreement #15-198 (19 Pages)



CHANGE ORDER

Date: 04.19.2017

CHANGE ORDER NO. 005

PROJECT: LEMONWOOD K-8 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 3 MacArthur Place, Suite 850
 Santa Ana, CA 92707

CONTRACTOR:
SWINERTON BUILDERS
 865 South Figueroa St., Suite 3000
 Los Angeles, CA 90017
Attn: Mr. 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 Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-004).....	\$ 624,800.94
ADJUSTED CONTRACT SUM.....	\$ 30,200,698.85
NET CHANGE -	\$ 33,949.46
Total Change Orders to Date: 005.....	\$ 658,750.40
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 005.....	\$ 30,234,648.31
Commencement Date:	May 23, 2016
Original Completion Date:	July 23, 2018
Original Contract Time:	791 Calendar Days
Time Extension for all Previous Change Orders:	95 Calendar Days
Time Extension for this Change Order:	Zero Days
Adjusted Completion Date:	October 26, 2018
Percentage	(2.18%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 0164—Add geogrid at the electrical enclosure	\$33,949.46			
2.					
3.					
4.					
5.					
	Totals	\$33,949.46			

Total Change Order No. \$ 33,949.46

**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:

OSD DSA INSPECTOR: _____

DATE: _____

DEPUTY SUPERINTENDENT BUSINESS AND FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

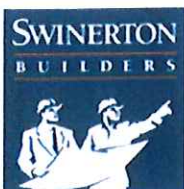
DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



March 7, 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. 0164 Add Geo-Grid at Electrical enclosure area

*O.C.O
 3/21/17
 Unfavorable Condition
 Need Change Directive*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Over-excavate and install new Geo-Grid section at an area not originally detailed to be included. Original contract documents did not call for Geo-Grid at the new Electrical Enclosure yard. At the direction of the GeoTech EOR, Geo-Grid was added at the electrical enclosure

Phase	Category	Description	Subcontractor	Quote
310010	71140	Furnish and install Geo-Grid at the new Electrical Enclosure area Furnish and install Geo-Grid at the new Electrical Enclosure area	Groundbreakers Construction Inc	31,127.41
			Subtotal	31,127.41
007480	71160	Subguard	1.15%	357.97
007410	71160	Builders Risk	0.6%	188.91
007420	71160	General Insurance	1.15%	362.08
007510	71160	P&P Bond	1%	311.27
991000	79999	Change Order Fee	5%	1,601.82
			Markup Subtotal	2,822.05
			PCI Total	33,949.46

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 33,949.46.

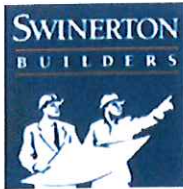
Please NOTE:

- » 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 of delay due to late approval.

MH - 3/21/17

TB 3/21/17

WAS 3/22/17



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".

Bill Gray

PM

Date: _____

3/7/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Grading • Excavation • Concrete

2292 Haystack Rd. P.O. Box 520 Lebec, CA 93243

Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@Integrity.com

License #823501

Proposal / Contract

Date 11/22/16

Estimate # 1655

Proposed To:

Swinerton Builders
 Bill Gray
 17731 Mitchell North Suite 200
 Irvine, CA 92614

Job Information:

Lemonwood K-8
 2200 Carnegie Court
 Oxnard, CA 93033

Contact: Bill Gray
Phone #: 949-355-6822
Fax #: 949-477-3085
Email Address: bgray@swinerton.com

Per Plans By: N/A
Engineer:
Drawing Info: N/A
Permit #: N/A

Ground Breakers Construction Inc. will furnish all labor, materials, and equipment to construct and complete the following in a workman-like manner according to standard practices.

Item	Scope of Work	Quantity	Amount
E2	Revision #1 03/06/2017 E2 - ROUGH GRADING Excavate, place new Geo-Grid, rock, filter fabric backfill in electric room area not on original Geo-Grid layout. (See Attached) Attachment A - Material/Labor/Equipment breakdown Attachment B - CMB Quote Attachment C - Geo-grid/Geo-fabric Quote Attachment D - labor rate worksheet. Attachment E - DIR Labor rates Attachment F - Rental Quote of comparable equipment	1,000 SF	31,127.41

Work to commence on or before _____ and to be completed within _____ working days.

Total \$31,127.41

Customer Signature

Date

GBC Inc. Signature

Date

Please, read and initial the Ground Breakers General Contract for Products and Services on the reverse side.

Attachment A -
Material/Labor/Equipment

Scope:	Item	Unit Rate Inc. Tax and Freight	Quantity	Sub Total	Material Total	Equipment	Rate	Hrs	Equipment Total	Operator Hours	Operator Rate	Laborer Hours	Laborer Rate	Labor Total	Total M,E & L
Electrical Room	Geo-Grid/roll	\$396.90	2.00	\$793.80	\$793.80	PC270	\$88.43	22.00	\$1,945.46	22.00	\$77.65	22.00	\$60.91	\$3,048.32	\$5,787.58
Inc. Excavation	Filter Fabric/roll	\$243.00	2.00	\$486.00	\$486.00	WA500	\$216.00	12.00	\$2,592.00	12.00	\$77.65	12.00	\$60.91	\$1,662.72	\$4,740.72
	CMB/tn	\$22.35	575.00	\$12,851.25	\$12,851.25	T-650	\$73.58	8.00	\$588.64	8.00	\$77.65	8.00	\$60.91	\$1,108.48	\$14,548.37
				\$0.00	\$0.00	Whacker	\$15.00	4.00	\$60.00		\$77.65	4.00	\$60.91	\$243.64	\$303.64
	Sub-Total				\$14,131.05				\$5,186.10					\$6,063.16	\$25,380.31
			M/U					Gall./hr.	Hours	\$3.50/Gall.					
	Total Material	\$14,131.05	2119.66			Fuel: PC270	12.00	16.00	\$3.50	\$672.00					
	Total Equipment	\$6,873.10	1030.97			WA500	11.00	14.00	\$3.50	\$539.00					
	Total labor	\$6,063.16	909.47			T-650	6.00	16.00	\$3.50	\$336.00					
	Total Cost				\$31,127.41	84" Roller.	5.00	8.00	\$3.50	\$140.00					
						D41	8.00	0.00	\$3.50	\$0.00					
						Fuel Total				\$1,687.00					

Attachment B - CMB Quote

558 Sandy Circle
Oxnard, CA 93036-1071



805 / 485-6551
805 / 642-8546
FAX 805 / 988-1874

QUOTATION			
SUBMITTED TO:		PHONE:	DATE: 5/18/2016
NAME: GROUNDBREAKERS		JOB NAME: LEMONWOOD	
ADDRESS:		ADDRESS:	
CITY:	STATE: CA	CITY:	STATE: CA
ZIP:		ZIP:	JOB NO.
CONTACT PERSON: JEFF			
We hereby submit specifications and estimates to:			
HAUL OFF CLEAN DIRT (PHASE ONE)			
DOUBLES		\$100.00 LOAD	
HAUL OFF CLEAN DIRT AND HAUL BACK BASE			
DOUBLES		\$19.85TON	
SUPER 10'S		\$22.35 TON	
PRICE INCLUDES BASE , TRUCKING AND SALES TAX.			
AUTHORIZED SIGNATURE			
This quotation may be withdrawn by us if not accepted within 10 days.			
ACCEPTANCE OF QUOTATION			
The above prices, specifications and conditions are satisfactory and are hereby accepted.			
You are authorized to do the work as specified.			
Accepted:			
Signature: _____		Date: _____	

Attachment C - Geo-Textiles



Hanes Geo Components Contacts:
 Project Manager: Alex Harrill
 alex.harrill@hanescompanies.com
 Mobile: 336-676-2786

Area Sales Manager: Andrea Neale
 andrea.neale@hanescompanies.com
 Mobile: 805-657-2130

Customer Service: Lisa Munoz
 Inside Sales: Scott Holloway
 1947 Camino Vida Roble, Suite 105
 Carlsbad, CA 92008
 PH: 760-431-2452 FX: 760-431-2453

Warehouse:
 3401 Etiwanda Ave, BLDG C&D

QUOTATION OF MATERIALS

DATE: 12/4/2015

PROJECT: Lemonwood Elementary School

ATTENTION: Estimator

BID DATE: 12/8/2015

QUOTE #: 15-12-010

To All Bidders: Quantities on this quotation are estimates only and are not guaranteed to be accurate. All final quantities, including overlap, are the responsibility of the contractor/purchaser. Unit prices are subject to change if items on this quote are purchased separately.

UNLESS NOTED OTHERWISE, PRICE IS BASED ON SHIPPING ALL MATERIAL TO ONE LOCATION AT ONE TIME VIA CLOSED VAN.

BID #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	17,000	SY	Geogrid TerraGrid RX1200 (12.8' x 246') (350 SY)	\$ 1.05	\$ 17,850.00
	17,000	SY	Filter Fabric TerraTex SD (12.5' x 360') (500 SY)	\$ 0.45	\$ 7,650.00

FOB Point:

Sales Tax Rate: 0.00%

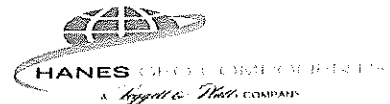
Freight: Included
 Subtotal: \$ 25,500.00
 Sales Tax: Not Included
TOTAL \$ 25,500.00

Term of Sale - Prices are FOB origin unless stated otherwise. Unloading by others. Payments are net 30 days from date of invoice, subject to credit approval. Sales tax is not included: ADD when applicable. Prices quoted apply only to the project specified herein. The prices quoted herein shall remain in effect for 30 days from the date of this quotation. Seller reserves the right to adjust the prices after 30 days from the date of quotation. Buyer must notify seller in writing of any special provisions required for each job such as material needed to meet any ARRA or buy American requirements. Prior to quotation of pricing and delivery. Failure to do so will result in the assumption that no special provisions apply. For shipments that are less than a full truck load and less than \$750 dollars, additional delivery charges will apply and pricing is based on one delivery.

ACCEPTANCE OF QUOTATION

Subject to being awarded the contract, we hereby order the material described above, at the prices specified, subject to all terms and conditions appearing on this quotation.

Company: _____
 By: _____
 Title: _____ Date: _____
 Ship to Address: _____
 P.O. Number: _____



By: Andrea Neale
 Title: Area Sales Manager
 Direct: 805-657-2130

Attachment D - Labor Rate Worksheet

SUBCONTRACTOR HOURLY LABOR WAGE RATE

Subcontractor Name: GroundBreakers Construction Inc.

Trade:	Class:	Description	Rate Effective From: 4/23/2015			Rate Effective Until: 6/1/2016		
			Straight	Overtime	Dbl. Time	Straight	Overtime	Dbl. Time
			Laborer			Operator Engineer		
A.	Base Rate		34.04	51.06	68.08	42.84	64.26	85.68
B.	Vacation & Holiday		4.47	4.47	4.47	2.95	2.95	2.95
		(A + B) =	38.51	55.53	72.55	45.79	67.21	88.63
C.	Benefits:							
	Health & Welfare		6.86	6.86	6.86	11.20	11.20	11.20
	Pension		6.50	6.50	6.50	9.65	9.65	9.65
	Apprentice Training		0.64	0.64	0.64	0.80	0.80	0.80
	Other (CCC)		0.62	0.62	0.62	0.29	0.29	0.29
	Other (Industry Fund)		0.00	0.00	0.00	0.00	0.00	0.00
	Other (Describe)		0.00	0.00	0.00	0.00	0.00	0.00
		Subtotal of (A+B+C)	53.13	70.15	87.17	67.73	89.15	110.57
D.	0% Mark-Up on (A+B+C)		0.00	0.00	0.00	0.00	0.00	0.00
		Subtotal =	53.13	70.15	87.17	67.73	89.15	110.57
E.	Payroll Insurance & Tax (Burden):							
	Social Security - 6.20% of (A+B+C)	0.0620	3.29	4.35	5.40	4.20	5.53	6.86
	Medicare - 1.45% of (A+B+C)	0.0145	0.77	1.02	1.26	0.98	1.29	1.60
	FUI - 0.8% of (A+B+C)	0.0060	0.32	0.42	0.52	0.41	0.53	0.66
	SUNETT - % of (A+B+C)	0.0490	2.60	3.44	4.27	3.32	4.37	5.42
	Workers Compensation - % of (A+B+C)	0.0000	0.00	0.00	0.00	0.00	0.00	0.00
	Liability Insurance - % of (A+B+C)	0.0150	0.80	1.05	1.31	1.02	1.34	1.66
		Subtotal of "E" =	7.78	10.28	12.77	9.92	13.06	16.20
F.	Total Hourly Wage with No Mark-up =		60.91	80.43	99.94	77.65	102.21	126.77

City Acceptance _____

Date _____

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: July 3, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday

CLASSIFICATION GROUPS

Group 1	\$31.39	6.86	6.50	4.47	0.64	0.62	8	50.48	66.175	66.175	81.87
Group 2	31.94	6.86	6.50	4.47	0.64	0.62	8	51.03	67.00	67.00	82.97
Group 3	32.49	6.86	6.50	4.47	0.64	0.62	8	51.58	67.825	67.825	84.07
Group 4	34.04	6.86	6.50	4.47	0.64	0.62	8	53.13	70.15	70.15	87.17
Group 5	34.39	6.86	6.50	4.47	0.64	0.62	8	53.48	70.675	70.675	87.87

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

DETERMINATION: SC-23-102-2-2015-2

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer-Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
Guinea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders
Underground Laborer, including Caisson Bellower

GROUP 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Barko, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2 1/2 ft. drill steel or longer
Dri Pak-it Machine
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
High Scaler (including drilling of same)
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzelman), Water Blasting, Porta Shot-Blast
Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

Attachment E - DIR Labor Rates

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey/Person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight - Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$39.95	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$64.94	\$84.915	\$84.915	\$104.89
Group 2	\$40.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$65.72	\$86.085	\$86.085	\$106.45
Group 3	\$41.02	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$66.01	\$86.520	\$86.520	\$107.03
Group 4	\$42.51	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$67.50	\$88.755	\$88.755	\$110.01
Group 6	\$42.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$67.72	\$89.085	\$89.085	\$110.45
Group 8	\$42.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$67.83	\$89.250	\$89.250	\$110.67
Group 10	\$42.96	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$67.95	\$89.430	\$89.430	\$110.91
Group 12	\$43.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.12	\$89.685	\$89.685	\$111.25
Group 13	\$43.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.22	\$89.835	\$89.835	\$111.45
Group 14	\$43.26	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.25	\$89.880	\$89.880	\$111.51
Group 15	\$43.34	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.33	\$90.000	\$90.000	\$111.67
Group 16	\$43.46	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.45	\$90.180	\$90.180	\$111.91
Group 17	\$43.63	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.62	\$90.435	\$90.435	\$112.25
Group 18	\$43.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.72	\$90.585	\$90.585	\$112.45
Group 19	\$43.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.83	\$90.750	\$90.750	\$112.67
Group 20	\$43.96	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.95	\$90.930	\$90.930	\$112.91
Group 21	\$44.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.12	\$91.185	\$91.185	\$113.25
Group 22	\$44.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.22	\$91.335	\$91.335	\$113.45
Group 23	\$44.34	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.33	\$91.500	\$91.500	\$113.67
Group 24	\$44.46	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.45	\$91.680	\$91.680	\$113.91
Group 25	\$44.63	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.62	\$91.935	\$91.935	\$114.25

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

* Includes an amount withheld for supplemental dues.

¹ For classifications within each group, see pages 8 and 9.

² Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

³ Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

NOTE: For Special Shift and Multi-Shift, see pages 9A and 9B.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

DETERMINATION: SC-23-63-2-2016-1

CLASSIFICATIONS:

GROUP 1

Bargemon
Brakemon
Compressor Operator
Ditchwitch, with seat or similar type equipment
Elevator Operator - Inside
Engineer Oiler
Forklift Operator (includes load, full or similar types - under 5 tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Heavy Duty Repairman Helper
Pump Operator
Signalman
Switchman

GROUP 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip Type
Conveyor Operator
Fireman
Forklift Operator (includes load, full or similar types - over 5 tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
Petromat Laydown Machine
RJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (Wheel type up to 3 1/2 yd. without attachment)
Tur Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

GROUP 3

Asphalt Rubber Blend Operator
Bobcat or similar type (Skid Steer, with all attachments)
Equipment (Grease truck)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
Equipment Greaser (grease truck)
Excavator Track Rubber-Tired (Operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Aero Stomper
Hydraulic Casing Oscillator Operator - drilling depth of 30' maximum
Micro Tunneling Operator (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driver Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (asphalt or concrete)
Trenching Machine Operator (up to 6ft.)
Vacuum or Muck Truck

GROUP 5 (for multi-shift rats, see page 9B)

Equipment Greaser (Grease Truck Multi-Shift)

GROUP 6

Anticulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpeners
Concrete Joint Machine Operator (causal and similar type)
Concrete Placer Operator
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Deck Engineer
Demickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)

Hydraulic Casing Oscillator Operator - drilling depth of 45' maximum
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Bern. Curb or Gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System Operator (below ground)
Pavement Breaker Operator
Railcar Mover
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tor Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over 3 1/2 yds. and up to and including 1 1/2 yd. slip form pump operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Volume Mixer Operator
Welder - General

GROUP 7 (for multi-shift rats, see page 9B)

Welder - General (Multi-Shift)

GROUP 8

Asphalt or Concrete Spreading Operator (tamping or finishing)
Asphalt Paving Machine Operator (barber greene or similar type, one (1) Screedman)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including 3/4 yds.) small load, case or similar
Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Barrier Rail Mover (BTM Series 200 or similar types)
Cast in Place Pipe Laying Machine Operator
Cold Foamed Asphalt Recycler
Combination Mixer and Compressor Operator (granite work)
Compactor Operator - Self Propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator
Drill Doctor
Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucket or similar types - Watson 1500, 2060, 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Excavator Track Rubber-Tired (Operating Weight 21,000 lbs - 160,000 lbs)
Global Positioning System/GPS (or Technician)
Grade Checker
Grading Operator
Grouting Machine Operator
Heavy Duty Repairman/Pump Installer
Heavy Equipment Robotics Operator
Hydraulic Casing Oscillator Operator - drilling depth of 60' maximum
Hydraulic Operated Grout Plant (excludes hand loading)
Kalamazoo Ballast Regulator or similar type
Klemm Drill Operator or similar types
Kolman Belt Loader and similar type
Le Touneau Blob Compactor or similar type
Lo Drill
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mohawk Chipper or similar types
Orzie Padder or similar types
P.C. 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell) or similar type)
Prentice 721E Hydo-Ax
Pumpcrete Gun Operator
Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)
Rotary Drill Operator (excluding caisson type)
Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)
Soil Remediation Plant Operator (CMI, Envirotech or Similar)
Soil Stabilizer and Reclaimer (WR-2400)
Somero SXP Laser Screed
Speed Swing Operator
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator

DETERMINATION: SC-23-63-2-2016-1

GROUP 8 CONT.

Tractor Operator (any type larger than D-5 - 100 flywheel H.P. and over, or similar bulldozer, tanper, scraper and push tractor, single engine)
Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating - Oiler or Journeyman Trainee required)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pail (compaction)

GROUP 9 (for multi-shift rate, see page 98)

Heavy Duty Repairman (Multi-Shift)

GROUP 10

Backhoe Operator (over 5 cu. yds. M.R.C.)
Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types - Watson 1000 or 5000 auger or similar types - Texona 900 auger or similar types - drilling depth of 105' maximum)
Dial Drum Mixer
Dynamic Compactor LDC350 or similar types
Heavy Duty Repairman-Welder combination
Hydraulic Casing Oscillator Operator - drilling depth of 105' maximum
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (euclid and similar type - except quad 9 cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-stressed Wrapping Machine Operator (2 Operators required)
Rubber - Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber - Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Leader Operator (crawler and wheel-type over 6 1/2 yds.)
Welder - Certified
Woods Mixer Operator (and similar pugmill equipment)

GROUP 11 (for multi-shift rate, see page 98)

Heavy Duty Repairman - Welder Combination (Multi-Shift)
Welder - Certified (Multi-Shift)

GROUP 12

Auto Grader Operator
Automatic Slip Form Operator
Backhoe Operator (over 7 cu. yds. M.R.C.)
Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)
Excavator Track Rubber Tired (Operating Weight 100,000 lbs. - 260,000 lbs)
Ice Ram or similar with compressor
Hydraulic Casing Oscillator Operator - drilling depth of 175' maximum
Mass Excavator Operator - less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engines)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-auger type self-loading - (two (2) or more units)

GROUP 13

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP 14

Canal Liner Operator
Canal Trimmer Operator
Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)
Wheel Excavator Operator (over 750 cu. yds. per hour)

GROUP 15

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, atney wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

MISCELLANEOUS PROVISIONS:

- Operators on hoists with three drums shall receive fifteen cents (15c) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- All heavy duty repairman and heavy duty combination shall receive fifty cents (50c) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
- A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications Group 5 (Driller) as published on pages 13 and 14 of the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

GROUP 16

Excavator Track Rubber Tired (Operating Weight exceeding 200,000 lbs.)
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)
Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19

Rotec Concrete Belt Operator
Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - single engine, caterpillar, euclid, atney wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. struck)

GROUP 20

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)
Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types)

GROUP 21

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP 23

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, atney wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

GROUP 24

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25

Concrete Pump Operator-Truck Mounted
Pedestal Concrete Pump Operator
Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds. struck)

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER (Special Shift)

DETERMINATION: SC-23-63-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey/person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight - Time		Overtime Hourly Rate			
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily	Saturday (d)	Sunday/ Holiday	
									(c)	1 1/2X	2X	
Classification (Groups) (b)												
Group 1	\$40.45	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$65.44	\$85.665	\$85.665	\$105.89	
Group 2	\$41.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$66.22	\$86.835	\$86.835	\$107.45	
Group 3	\$41.52	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	x	\$66.51	\$87.270	\$87.270	\$108.03	
Group 4	\$43.01	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.00	\$89.505	\$89.505	\$111.01	
Group 6	\$43.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.22	\$89.835	\$89.835	\$111.45	
Group 8	\$43.34	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.33	\$90.000	\$90.000	\$111.67	
Group 10	\$43.46	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.45	\$90.180	\$90.180	\$111.91	
Group 12	\$43.63	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.62	\$90.435	\$90.435	\$112.25	
Group 13	\$43.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.72	\$90.585	\$90.585	\$112.45	
Group 14	\$43.76	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.75	\$90.630	\$90.630	\$112.51	
Group 15	\$43.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.83	\$90.750	\$90.750	\$112.67	
Group 16	\$43.96	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.95	\$90.930	\$90.930	\$112.91	
Group 17	\$44.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.12	\$91.185	\$91.185	\$113.25	
Group 18	\$44.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.22	\$91.335	\$91.335	\$113.45	
Group 19	\$44.34	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.33	\$91.500	\$91.500	\$113.67	
Group 20	\$44.46	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.45	\$91.680	\$91.680	\$113.91	
Group 21	\$44.63	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.62	\$91.935	\$91.935	\$114.25	
Group 22	\$44.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.72	\$92.085	\$92.085	\$114.45	
Group 23	\$44.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.83	\$92.250	\$92.250	\$114.67	
Group 24	\$44.96	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.95	\$92.430	\$92.430	\$114.91	
Group 25	\$45.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.12	\$92.685	\$92.685	\$115.25	

* Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6709 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER (Multi-Shift)

DETERMINATION: SC-23-63-2-2016-1

ISSUE DATE: February 22, 2016

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey/Person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (c)	Total Hourly Rate	Daily	Saturday (d)	Sunday/ Holiday
									(c)	(d)	(e)
								1 1/2X	1 1/2X	2X	
Classification Groups (b)											
Group 1	\$40.95	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$65.94	\$86.415	\$86.415	\$106.89
Group 2	\$41.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$66.72	\$87.585	\$87.585	\$108.45
Group 3	\$42.02	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$67.01	\$88.020	\$88.020	\$109.03
Group 4	\$43.51	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.50	\$90.255	\$90.255	\$112.01
Group 5	\$43.61	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.60	\$90.405	\$90.405	\$112.21
Group 6	\$43.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.72	\$90.585	\$90.585	\$112.45
Group 7	\$43.83	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.82	\$90.735	\$90.735	\$112.65
Group 8	\$43.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.83	\$90.750	\$90.750	\$112.67
Group 9	\$43.94	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.93	\$90.900	\$90.900	\$112.87
Group 10	\$43.96	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$68.95	\$90.930	\$90.930	\$112.91
Group 11	\$44.06	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.05	\$91.080	\$91.080	\$113.11
Group 12	\$44.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.12	\$91.185	\$91.185	\$113.25
Group 13	\$44.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.22	\$91.335	\$91.335	\$113.45
Group 14	\$44.26	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.25	\$91.380	\$91.380	\$113.51
Group 15	\$44.34	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.33	\$91.500	\$91.500	\$113.67
Group 16	\$44.46	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.45	\$91.680	\$91.680	\$113.91
Group 17	\$44.63	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.62	\$91.935	\$91.935	\$114.25
Group 18	\$44.73	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.72	\$92.085	\$92.085	\$114.45
Group 19	\$44.84	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.83	\$92.250	\$92.250	\$114.67
Group 20	\$44.96	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$69.95	\$92.430	\$92.430	\$114.91
Group 21	\$45.13	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.12	\$92.685	\$92.685	\$115.25
Group 22	\$45.23	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.22	\$92.835	\$92.835	\$115.45
Group 23	\$45.34	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.33	\$93.000	\$93.000	\$115.67
Group 24	\$45.46	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.45	\$93.180	\$93.180	\$115.91
Group 25	\$45.63	\$11.20	\$9.65	\$2.95	\$0.80	\$0.39	8	\$70.62	\$93.435	\$93.435	\$116.25

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWagePWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

* Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

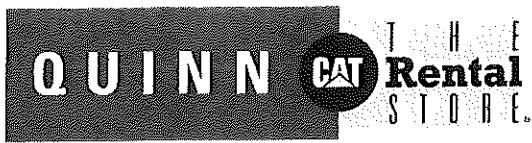
^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



Rental Quote

Quote Y50971

Attachment F - Rental Quote for Comparable Equipment.

801 DEL NORTE BLVD., OXNARD, CA 93030
 OXNARD Ph: 805-604-0200 Fax: 805-604-0201

Date Out: **06/20/2016 Mon 07:00 AM**
 Est. Date In: **06/21/2016 Tue 07:00 AM**

Jobsite: **TO BE DECIDED**
 Contact: **MARTY**
 Phone: **661-343-2645**
TO BE DECIDED

Bill to: Customer: **271978**
GROUND BREAKERS CONSTRUCTION
ATTN ACCOUNTS PAYABLE
P O BOX 520
LEBEC, CA 93243-0520

Signed By:
 Order By: **MARTY**

Written By: **DEBRABOROSS**
 Sales Rep: **OXNARD H ACCOUNT**
 PO #: **TBD**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items					
1	140-3520 CP-563 84" SELF PROPELLED SHEEPSFOOT	\$600	\$2,235	\$6,740	600.00
1	740-2590 COMPACT TRACK LOADER 259	\$340	\$1,160	\$3,200	340.00
1.	300-6130 SCRAPER 613 11CYD	\$700	\$2,750	\$8,250	700.00
1	110-7105 TRACK LOADER, CAT 953 2.00YD	\$545	\$2,170	\$6,490	545.00
1.	110-9800 WHEEL LOADER 980 7.0YD BKT	\$1,600	\$6,400	\$19,200	1,600.00
1	120-6800 320/321 CAT EXCAVATOR	\$655	\$2,490	\$7,035	655.00
Miscellaneous Items					
1	ENV REC FEE (T) State 7.5% City 0.5% Total Tax: 8%		1.00 %		44.40
Total:					4,843.15

AGREEMENT AND ACKNOWLEDGEMENT

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement, including the Additional Terms and Conditions attached hereto.

AN ADDITIONAL 14% FEE WILL APPEAR ON FINAL INVOICE UNLESS FIRE, THEFT, VANDALISM WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE

REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: _____ DATE: _____
 (Signature) (Printed Name) (Title)

DATE OUT: _____ HRS OUT: _____ DATE IN: _____ HRS IN: _____ RETURNED BY: _____

IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (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 in 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. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the 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.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents 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 Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

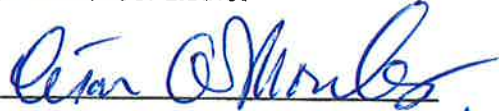
By:  Alan O'Malley
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #3 (“WAL #3”) for Master Agreement #13-131 with Rincon Consultants Inc. to perform Environmental Support Services for the Elm E.S. Reconstruction Project (Morales/Cline/CFW)

On March 8, 2017, during initial excavation at the Elm E.S. Reconstruction site, the contractor unearthed what appeared to be an asbestos containing pipe. With a possible hazardous material on site, a hygienist must be present to ensure proper removal and documentation. Rincon Consultants Inc. was contacted to provide a proposal to oversee and document the abatement process in a manner that would satisfy all agencies having jurisdiction over this matter.

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

Master Agreement #13-131
Work Authorization Letter #3
Consultant: **Rincon Consultants Inc.**
Date Issued: **04/19/2017**
Fixed Fee Amount: **Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)**

FISCAL IMPACT

Work Authorization Letter #3 to Agreement #13-131 includes environmental support services for overseeing the abatement process of the hazardous materials for the amount of **Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)**, to be paid out of Master Construct and Implementation Program funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #3 to Agreement #13-131 with Rincon Consultants Inc. to perform environmental support services for the Elm E.S. Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- WAL #3, Rincon Consultants, Inc. (1 Page)
- Proposal, Rincon Consultants Inc. (3 Pages)
- Master Agreement #13-131, Rincon Consultants Inc. (53 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 5

SITE NAME: Elm Street Elementary School

MASTER AGREEMENT #: 13-131

WAL #: 3

DATE: 4/19/2017

DSA # 03-116407

OPSC # 72538-78

VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT

OXNARD SCHOOL DISTRICT

1051 South A Street

Oxnard, CA 93030

(805) 385-1501

CONSULTANT

Firm Name:

Rincon Consultants Inc.

Street:

180 North Ashwood Avenue

City, State, Zip:

Ventura, CA 93003

Phone:

(805)644-4455

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Consultant shall collect samples and/or visually inspect the material in question, document and supervise its transferring to an AIHA certified laboratory for analysis and upon receipt of results, prepare a letter report of the findings. If material is determined to be asbestos containing, the consultant shall prepare an "Asbestos Site Clean-up Plan" (Procedure 5) for submittal to the South Coast Air Quality Management District (SCAQMD). Consultant will conduct air monitoring and provide project oversight services during subsequent remediation. A visual clearance will be conducted by the consultant to ensure that the asbestos has been removed and that there is no visible debris upon completion of the project. A final report will be provided by the consultant upon completion of the project. The report will be reviewed and signed by the Certified Asbestos Consultant.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 4/20/2017

COMPLETION DATE: 6/1/18 or project termination

FIXED FEE AMOUNT: Twenty-Five Thousand Dollars and No Cents (\$25,000)

This fee amount is based upon Consultant's proposal dated 3/10/2017 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 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.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT

OXNARD SCHOOL DISTRICT

CONSULTANT

CONSULTANT

(SIGNATURE)

(DATE)

(SIGNATURE)

(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Marlene Hickle

PREPARED BY:

P.O. #

P.O. AMOUNT:

SOURCE OF FUNDS: MEASURE "R"

DEF. MAINT.

DEV. FEES

OTHER _____

COST ID: 6271

(PM APPROVAL SIGNATURE)

(DATE)



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455

FAX 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

March 10, 2017
Project No. 17-04041

Chris Yafuso, Assistant Program Manager
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: cyafuso@aimcsworld.com

Proposal to Provide Environmental Support Services, Elm Street Elementary School Reconstruction Project, Oxnard, California

Dear Mr. Yafuso:

Rincon Consultants (Rincon) is pleased to submit this proposal to perform environmental support services to Caldwell Flores Winters (CFW) on behalf of the Oxnard School District (OSD) for the Elm Street Elementary School (ES) Reconstruction Project, located at 450 E. Elm Street, Oxnard, California. Specifically, we understand that transite pipe was discovered on March 8, 2017 during construction activities underway at the project site. We further understand that the site construction contractor's demolition subcontractor is certified to handle and dispose of the pipe, and will be the entity to perform this work. The purpose of this proposal is to identify the required scope of work and related cost to provide consulting support and to monitor the abatement activities pertaining to this discovery.

PROJECT WORK SCOPE

Rincon will draw upon the expertise of our subcontractor, Aurora Industrial Hygiene (Aurora IH) to lead the monitoring and oversight activities for this work. Aurora will provide the following services on an as-needed basis:

1. A California Certified Asbestos Consultant (CAC) shall collect samples and/or visually inspect the transite pipe once it has been sufficiently unearthed. Samples will be transferred to an AIHA certified laboratory for analysis and upon receipt of results, prepare a letter report of the findings.
2. If piping is determined to be asbestos containing, the CAC shall prepare an "Asbestos Site Clean-up Plan" (Procedure 5) for submittal to the South Coast Air Quality Management District (SCAQMD).



3. A California Certified Site Surveillance Technician who is also a Department of Public Health Certified Lead Inspector/Risk Assessor will conduct air monitoring and provide project oversight services during subsequent remediation if requested. Daily rates are provided below in Table 1.
4. A visual clearance will be conducted to ensure that the asbestos has been removed and that there is no visible debris upon completion of the project.
5. A final report will be provided upon completion of the project. The report will be reviewed and signed by a Certified Asbestos Consultant.

PROJECT COST

Our services will be performed on a time-and-materials basis, based on the rates identified below in Table 1. **Per your direction, costs associated with the work to be performed under this project will have a not-to-exceed value of \$25,000.**

AUTHORIZATION

We appreciate the opportunity to work with you on this project. The work described in this proposal will be performed in accordance with the terms and conditions of our existing contract. To authorize, please provide us with correspondence that references this proposal. Please feel free to contact me if you have any questions or require further clarification on this proposal.

Sincerely,
RINCON CONSULTANTS, INC.

A. Edward Morelan, PG, CEG
Principal / Senior Engineering Geologist



Table 1	
Fee Schedule for Asbestos Containing Materials (ACM)	
Abatement Oversight Activities*	
Task	Unit Cost
ACM Inspection and Reporting	\$782 per inspection
ACM Laboratory Sample Analysis	\$28 per sample
Preparation of 'Procedure 5' Plan for submittal to South Coast Air Quality Management District, in accordance with SCAQMD Rule 1403	\$736
ACM Oversight Services	\$782 per shift
Field Documentation Report Preparation	\$450 per report
Aurora IH Clerical Services	\$57.50 per hour
Daily Field Services Charge	\$150 per field day

***Note: Other rates for Rincon professional services are contained within our 'Standard Fee Schedule for Environmental Sciences and Planning Services', dated August 2016, and included as part of Master Agreement # 13-131 with OSD.**

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, 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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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.

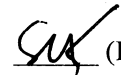
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that 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.

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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.

 (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.

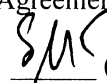
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. 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.

 (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: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.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

RINCON CONSULTANTS INC.:

[Signature]
Signature

STEPHEN SNEYDE, AICP/N.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

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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	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<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>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
FOR DISTRICT USE ONLY		
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:		

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

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

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

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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.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

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 #13-131

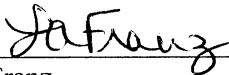
CONFLICT OF INTEREST CHECK

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

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

**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: STEPHEN SVETE
Title: VICE PRESIDENT

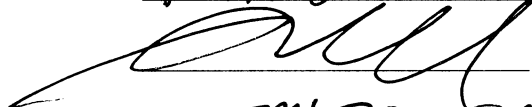
AND/OR

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: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 

By: STEPHEN SVETE

Its: VICE PRESIDENT

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-131

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
 Project #13-131

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-imburseables, 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 (middlesdt@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 25th 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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 LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

COVERAGES **CERTIFICATE NUMBER:** 107184 **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 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. 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.

CERTIFICATE HOLDER

CANCELLATION

OXNARD SCHOOL DISTRICT 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 
---	--

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
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
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.

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 And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
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" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
<p>Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.</p> <p>Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers</p>	<p>Where Specified by written contract</p> <p>RE: All Operations</p>

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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 TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <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			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based per with for We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

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 provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

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".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 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.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

EQB0201324 20130201 000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

APPROVAL of WORK AUTHORIZATION LETTER #3 for Master Agreement #13-154 with NV5 West Inc., for DESIGN PHASE GEOTECHNICAL ENGINEERING SERVICES for the MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION 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 Inc.) to provide Geotechnical Engineering Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #3 to NV5 West Inc., to provide Geotechnical Engineering Services for the McKinna Elementary School Reconstruction Project.

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

Master Agreement #13-154
Work Authorization Letter #3
Consultant: **NV5 West Inc. (formerly known as BTC Labs Inc.)**
Date Issued: **04/19/2017**
Fixed Fee Amount: **Twenty-Two Thousand Four Hundred Dollars and Zero Cents (\$22,400.00)**

The attached Work Authorization Letter describes the scope of services requested from NV5 West Inc., and calls for the performance of Design Phase Geotechnical Engineering Services to ensure that the design work is in accordance with DSA.

FISCAL IMPACT

The Design Phase Geotechnical Engineering services will be completed for a lump sum fixed fee of **Twenty-Two Thousand Four Hundred Dollars and Zero Cents (\$22,400.00)** to be paid out of Master Construct and Implementation Program funds.

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 approves WAL #3 for Master Agreement #13-154 with NV5 West Inc.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #3, NV5 West Inc. (1 Page)
- Proposal, NV5 West Inc. (43 Pages)
- Master Agreement #13-154, BTC Labs Inc. (35 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:		DATE:	19-Apr-17
SITE NAME:	McKinna Elementary School	DSA #	
MASTER AGREEMENT #:	13-154	OPSC #	
WAL #:	3	VENDOR ID:	

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	NV5 West Inc
	Street:	1868 Palma Dr. Ste. A
	City, State, Zip:	Ventura CA 93003
	Phone:	805.656.6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

For Design Phase Geotechnical Engineering Services at McKinna Elementary School, located at 1611 South J Street, Oxnard CA 93003, per attached Exhibit "F"

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 4/20/2017	COMPLETION DATE: 6/1/2017
------------------------------	----------------------------------

FIXED FEE AMOUNT: Twenty-Two Thousand Four Hundred Dollars and Zero Cents (\$22,400.00)

This fee amount is based upon Consultant's proposal dated 3-24-2017 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: Marlene Hickle	PREPARED BY:
P.O. #	P.O. 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: 6171	

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:

PROPOSAL
for

GEOTECHNICAL ENGINEERING STUDY FOR MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION PROJECT

March 24, 2017



Submitted To:

OXNARD SCHOOL DISTRICT
Attn: Marlene Hickle
1055 South C Street
Oxnard, CA 93030



Submitted By:

NV5 WEST, INC.
1868 Palma Dr., Ste. A
Ventura, CA 93003
805.656.6074





Oxnard School District
1055 South C Street
Oxnard, California 93030

March 24, 2017

Proposal No. 2017.06.0073

Attention: Marlene Hickle

via email: mhickle@cfwinc.com

**SUBJECT: Proposal for Geotechnical Study for McKinna Elementary School
Reconstruction Project, 1611 South J Street, Oxnard, California**

NV5 West, Inc. (NV5) is pleased to provide this proposal for a geotechnical report for the proposed reconstruction project at McKinna Elementary School in Oxnard, California. This proposal summarizes NV5' qualifications and experience providing the requested services and is submitted in response to Oxnard School District's Request for Proposals. The purpose of the proposed geotechnical study is to evaluate the geotechnical site conditions and provide geotechnical recommendations for the proposed improvements.

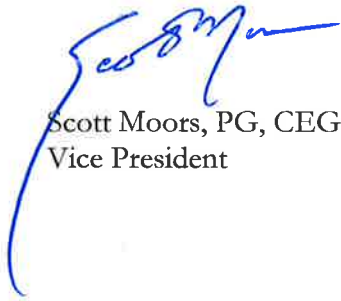
This proposal summarizes our understanding of the project, the proposed scope of work, schedule, and cost estimate. The project is subject to California Prevailing Wage law.

NV5 brings a uniquely well-qualified team of experienced geotechnical professionals and the supporting quality management systems to provide whatever geotechnical engineering services the District may require. Our team brings unique qualifications to the OSD team, including:

- **Longstanding record of successful past performance with OSD.** We have worked with the District providing geotechnical testing & inspection for over 40 years (*formerly BTC Labs*)
- **Extensive local geotechnical experience** providing similar geotechnical investigation and construction quality assurance services on thousands of projects for two dozen school districts, colleges and universities, hospitals and public infrastructure throughout Southern California for over fifty years.
- **Large staff of local, experienced professionals** including Geotechnical Engineers (including M. Bruce Smith, GE), Civil (Soils) Engineers, Engineering Geologists, and technical professionals.
- Our **Principal-in-Charge has over 25 years of local geotechnical experience**, having completed hundreds of geotechnical studies in southern California. In addition to his geotechnical design background, Mr. Moors brings comprehensive construction experience and has extensive experience with Division of the State Architect (DSA) and the California Geological Survey (CGS) review processes.
- **One of the Largest and Most Capable Testing Laboratories in California;** certified by DSA, OSHPD, Caltrans, CCRL, ARML, and AASHTO.
- **Accountability:** Our close proximity, local staff, and effective quality systems ensure the District the most cost-effective quality assurance program.

NV5 appreciates this opportunity to present our qualifications and we are excited at the prospect of continuing our longstanding relationship with Oxnard School District.

Respectfully Submitted,
NV5 West, Inc.



Scott Moors, PG, CEG, CHg
Vice President



Shaun Simon, PE, CEG
Engineering Manager



Carol Harrison
Client Service Manager

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PROPOSAL FOR GEOTECHNICAL STUDY FOR OXNARD SCHOOL DISTRICT
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

BACKGROUND – NV5

NV5 is a nationally recognized consulting firm providing a diverse spectrum of engineering and quality assurance related services. Founded locally in 1959 as BTC Labs, NV5 has earned a reputation for delivering quality service at reasonable costs by successfully completing thousands of projects for private and public sector clients. NV5's diverse experience covers all facets of construction including public infrastructure, hospitals, military facilities, K-12 schools, colleges and universities, transportation, commercial, and high-rise construction.

In March 2010, BTC Labs joined the NV5, Inc. group of companies, becoming NV5 West, Inc. NV5 is a national consultancy operating five service-line "Verticals":

- ▼ **Construction Quality Assurance**
- ▼ **Infrastructure Engineering**
- ▼ **Energy Services**
- ▼ **Program Management**
- ▼ **Environmental Services**

NV5 maintains a nationwide network of geotechnical and materials testing consultancies with offices nationwide. We offer our clients:

- ✦ Geotechnical Design Investigations
- ✦ Environmental Consulting
- ✦ Construction Materials Testing
- ✦ Construction Inspection
- ✦ DSA/OSHPD Inspection
- ✦ Pavement Engineering & Evaluation

Centrally located with fully certified laboratories in Bakersfield, Ventura, and San Diego, we have a full staff of experienced engineers, managers, inspectors, and field and laboratory technicians to effectively serve our clients' needs. Our staff and facilities include:

- ✦ California Civil Engineers (PEs)
- ✦ California Geotechnical Engineers (GEs)
- ✦ DSA Project Inspectors / OSHPD IORs
- ✦ ICC/ICBO/DSA/OSHPD Special Inspectors
- ✦ ACI/NICET/Caltrans-Certified Lab Techs
- ✦ Experienced Public Works Inspectors
- ✦ Caltrans-Certified Field Technicians
- ✦ Materials Testing Laboratory
- ✦ Hot-Mix Asphalt Laboratory
- ✦ Fully-equipped & Certified Mobile Laboratory

COMPANY INFORMATION

- **Legal Name:** **NV5 West, Inc.** (*founded locally as BTC Labs – 1959*)
A subsidiary of NV5, Inc., incorporated: Delaware – December 23, 2009
DUNS # 962003054; DIR Registration # 1000008663
- **Local Office:** **1868 Palma Drive, Ste. A, Ventura, California 93003**
- **NV5 Headquarters:** **Hollywood, FL**
- **Point of Contact:** **Scott Moors, PG, CEG, CHg – Vice President**
Phone: 805.656.6074; Cell: 805.290.5194
email: scott.moors@NV5.com
- **Employees:** **25 employees in Ventura**
NV5: 450+ employees in California; 1,500+ employees nationwide

UNDERSTANDING OF LOCAL GEOTECHNICAL CONDITIONS

Southern California is blessed with a diversity of riches but challenged with complex geologic hazards that are unique to the local region. The Oxnard coastal plain in particular is dappled with geologic hazard zones including fault rupture, liquefaction, tsunami and flood hazard zones. Addressing this complex mosaic of natural hazards requires an experienced team with local expertise. In addition, most of the Oxnard Plain is underlain by notoriously soft soils requiring augmented foundation systems.

NV5's project team brings unrivaled local geotechnical experience to the OSD. Our proposed program manager, Scott Moors, has provided geotechnical and construction materials and inspection services for over a decade to the Oxnard School District and the City of Oxnard. NV5's Senior Geotechnical Engineer, Bruce Smith, PE, GE, is a long-time Ventura County resident with over 35 years of geotechnical experience. Bruce has both the practical wisdom and local expertise to effectively serve OSD's geotechnical needs.

Recent 2013 and 2016 California Building Code revisions will require updated seismic hazard analyses with site specific ground motion studies wherever S_1 ground accelerations exceed 0.75 g. Under the 2013 CBC, most Oxnard school campuses fell into this new criteria including the McKinna Elementary School campus. However, under the 2016 CBC, updated analyses, ground acceleration estimates most likely will not exceed 0.75g at the McKinna site. Familiarity and experience with CGS's review comments and procedures is invaluable in efficiently completing the DSA/CGS geotechnical review process. NV5's team of local and seasoned professionals provides the requisite savvy and experience to complete geotechnical studies of complex geologic conditions without extensive CGS or DSA review comments. Our local team of professionals brings a combined 100+ years of experience confronting and resolving geotechnical issues in the local area.

EXPERIENCE WITH DSA

NV5 specializes in school house and public infrastructure improvements under DSA Building Authority. We have completed literally thousands of such projects for dozens of local school and community college districts. Our DSA Laboratory is LEA #14, one of the 5 lowest (i.e. oldest) labs currently active in the State. NV5 has been providing Geotechnical Engineering services to California K-12 public school districts for over 50 years, with extensive local geotechnical experience providing similar geotechnical investigation and construction quality assurance services on thousands of projects for school districts, colleges, hospitals and public infrastructure throughout Southern California for over fifty years.

Drawing upon our unparalleled experience with DSA, our goal is always to "begin with the end in mind", working from the submittal of the initial Form 5s towards a clean and efficient project closure from DSA. At the end of the *Firm Experience* section of this Proposal, we present a list of 265 DSA-school projects our local office has completed within the past 5 years.

GEOTECHNICAL ENGINEER

M. Bruce Smith is California Registered Geotechnical Engineer # 2673, and has over 35 years of professional experience, including over 10 years' experience providing geotechnical engineering service to California Public School Districts.

NV5 SAFETY

NV5 maintains a comprehensive safety policy for all of our field, laboratory, travel, and office work practices. Our company Safety Manual and safety records are available for review upon request.

Our field staff are provisioned with company-provided personal protective equipment including mandatory hard hats, safety glasses, hearing protection and high-visibility safety vests. Safety harnesses, lanyards, air monitoring equipment, radiation monitoring badges and other equipment are provided as appropriate. NV5 conducts regular safety meetings for both field and laboratory personnel.

NV5 also provides periodic formal safety training courses including CFR Title 49 §170-189 Nuclear Gauge Radiation Safety, OSHA Confined Space Entry, OSHA Trench Safety, and Hazardous Waste Operations (HAZWOPER).

The safety and health of every employee is our highest priority. While NV5 deploys staff to potentially hazardous construction sites, management embraces the responsibility for providing a safe working environment and employees are expected and required to take responsibility for performing work in accordance with safe standards and practices. Success will only be achieved through teamwork and a universal commitment to promoting safety and taking every reasonable measure to assure safe working conditions.*

- Scott Moors
Vice President – NV5 West
from NV5 Safety Manual

NV5 QUALITY ASSURANCE PROGRAM (QAP)

As a Caltrans, AASHTO, and CCRL-certified laboratory, NV5 maintains a comprehensive Quality Assurance Program encompassing all our field, laboratory, and office activities. Our QAP encompasses training and, organizational responsibilities from management to technician, safety, certification of technical staff, equipment calibration and maintenance, best practices and standard operating procedures, document control, report review and quality control, proficiency sample programs, professional decorum and appearance, and professional ethics.

PARTICIPATION IN REFERENCE SAMPLE PROGRAMS

NV5 actively participates in Caltrans, AMRL and CCRL Reference Sample and Proficiency Sample Programs to ensure that test methods and results are accurate and repeatable. Our Ventura Lab is enrolled in the following Proficiency Sample Programs:

- CALTRANS Annual RSP
- AMRL – Coarse Aggregate
- AMRL – Fine Aggregate
- AMRL – Hot Mix Asphalt Ignition Oven
- AMRL – Soil Classification & Compaction
- AMRL – Hot Mix Asphalt Solvent Extraction
- AMRL – Aggregate – R-Value
- CCRL – Concrete
- CCRL – Masonry Units
- CCRL – Reinforcing Steel

INSURANCE COVERAGES

NV5 maintains insurance coverages in full compliance with the requirements listed in the RFQ. In summary, our insurance coverages are provided by Cavnac and Associates and include:

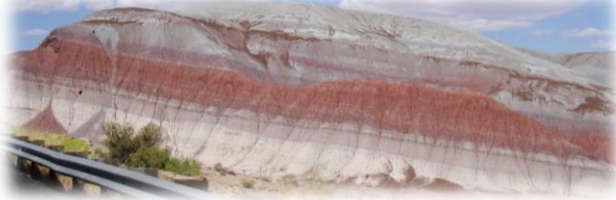
General Liability:	Each Occurrence -	\$ 1,000,000
General Aggregate:		\$ 2,000,000
Automobile Liability:		\$ 1,000,000
Umbrella Liability:		\$ 5,000,000
Workers Compensation:		\$ 1,000,000
Professional Liability:	Each Claim:	\$ 5,000,000
	Aggregate:	\$ 10,000,000

FIRM EXPERIENCE



PROPOSAL FOR GEOTECHNICAL STUDY FOR OXNARD SCHOOL DISTRICT
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

GEOTECHNICAL CONSULTING



NV5's geotechnical engineers, geologists, and technicians exemplify technical design expertise and practical construction experience to provide practical solutions for challenging geotechnical site conditions. Our geotechnical services include:

- ✓ **Geotechnical Investigations**
- ✓ **Analysis & Design**
- ✓ **Laboratory Testing**
- ✓ **Field Observation & Testing**

With over sixty years' experience, offices nationwide, and 1000's of successfully completed projects, our geotechnical disciplines include:

- **Engineering Geology**
- **Hydrogeology**
- **Subsurface Exploration**
- **Groundwater Evaluation**
- **Seismic Risk Assessment**
- **Liquefaction Hazard Eval.**
- **Retaining Wall Analysis**
- **Pavement Design**
- **Expert Witness Testimony**
- **Geotechnical Engineering**
- **Foundation Studies**
- **Geologic Mapping**
- **Landslides & Slope Stability**
- **Fault Hazard Evaluation**
- **Deep Foundation Analysis**
- **Grading Observation**
- **Forensic Evaluation**
- **3rd-Party/ Municipal Review**

CONSTRUCTION INSPECTION



NV5's deep bench of deputy and special inspectors provide comprehensive inspection from site work through building envelope. Inspectors operate under the technical supervision of our engineering manager and are trained to proactively resolve conflicts and work towards clean closure of building permits in the following disciplines:

- **Reinforced Concrete**
- **Structural Masonry**
- **Structural Steel Welding**
- **Non-Destructive Testing**
- **Plant Inspect – HMA/Conc**
- **Pre-Stressed/ PT Concrete**
- **Shotcrete**
- **High Strength Bolting**
- **Spray-Applied Fireproofing**
- **Deep Foundations**

Our inspectors are certified by:

- **International Code Council (ICC)**
- **American Welding Soc (AWS)**
- **American Concrete Inst (ACI)**
- **Caltrans, NACE, ASNT**
- **CA Div of State Architect (DSA)**
- **Local Building Officials**

CONSTRUCTION MATERIALS TESTING



Expert laboratory analysis is a vital component of virtually every service NV5 provides. Our laboratories are equipped & certified to test:

- **Aggregates**
- **Soils**
- **Masonry**
- **Shotcrete**
- **Structural Steel**
- **Fireproofing**
- **Asphaltic Concrete**
- **Concrete**
- **Mortar / Grout**
- **Reinforcing Steel**
- **Steel & Paint Thickness**
- **Concrete Paving**

As one of the most sophisticated materials laboratories in the nation, our engineers oversee specialty field and lab tests including:

- **Superpave HMA**
- **Alkali-Silica Reactivity**
- **Concrete Petrography**
- **C33 Compliance Testing**
- **In-Situ Brick Shear**
- **Concrete Drying Shrinkage**
- **Minimum Resistivity / pH**
- **Floor Flatness F_F & F_L**
- **Floor Moisture Emission**
- **Forensic Material Evaluation**

The building code requires testing labs be certified and participate in proficiency sample programs. NV5's labs are inspected and accredited by:



NON-DESTRUCTIVE TESTING



NV5 provides complete NDT Services supervised by our ASNT Level III Inspector and accepted by DSA and OSHPD. Our NDT procedures include:

- **Ultrasonic Testing**
- **Magnetic Particle**
- **Schmidt Hammer Surveys**
- **Dye-Penetrant**
- **Anchor Pull Testing**
- **Ground Penetrating Radar**

PAVEMENT CONSULTING



NV5's maintains some of the foremost asphalt testing facilities in California. Our labs test and evaluate virtually any asphalt or roadway material and we are one of California's leaders in **Superpave** testing. All technicians are trained and Caltrans-certified to provide technically sound, **defensible** data you can rely upon. Our pavement engineers provide practical and cost-effective pavement rehab recommendations based upon decades of construction expertise.

- **Pavement Evaluation and Rehab Recommendations**
- **Public Works Inspection**
- **Asphalt Batch Plant Inspection**
- **Asphalt Lay Down Inspection**
- **Superpave Testing: Gyrotory & Hamburg**
- **Fully-Equipped Pavement Coring Truck**
- **Mobile Asphalt Laboratory**
- **Forensic Pavement Evaluation**
- **Asphalt Mix Design: Marshall, Hveem, Superpave**
- **Asphalt Laboratory Testing, including:**
 - ◆ Gyrotory Compaction
 - ◆ Surface Abrasion (CT 360)
 - ◆ Hamburg Wheel Tracker
 - ◆ Wet Track Abrasion
 - ◆ Bulk Specific Gravity
 - ◆ Solvent Extraction
 - ◆ Hveem Stability/R-Value
 - ◆ Marshall Stability & Flow

PUBLIC WORKS INSPECTION

NV5's seasoned construction inspectors are focused on three primary goals: building projects within budget; completing projects on schedule, and meeting specified quality standards. Our public works inspectors bring practical construction experience combined with NV5's breadth of engineering expertise to benefit your infrastructure projects. With unparalleled Caltrans and pavement rehabilitation expertise, we can add invaluable technical knowhow as an extension of your inspection staff

- **Greenbook (SSPWC)**
- **Calif. Building Code**
- **Caltrans Standard Plans & Specifications**
- **Caltrans Local Assistance Procedure Manual**
- **Caltrans Construction Manual**
- **CalOSHA Construction Safety Orders**
- **APWA Work Area Traffic Control Handbook (WATCH)**



DSA / OSHPD INSPECTION

Building upon 50+ years of schoolhouse construction experience, NV5's DSA PIs and OSHPD IORs provide "*personal, continuous inspection of all work*" as required under Title 24A for the Building Code. NV5 has a seasoned team of DSA Class 1, 2, and 3 PIs and Class A and B OSHPD IORs with the training and experience to achieve clean closure of school and hospital construction under State building authority.

ROOFING & WATERPROOFING



Alleged roof-related construction defects are one of the most litigated areas of construction disputes. NV5's engineering and Registered Roofing Consultants, in conjunction with our experienced roofing and waterproofing inspectors, can be a key asset for new construction projects or forensic studies. Our consulting services include:

- **Roof condition surveys and reports**
- **Remaining service life estimates**
- **Budget estimates for maintenance/replacement**
- **Leak investigations**
- **Construction Quality Assurance monitoring**
- **Forensic services and expert witness testimony**

LABORATORY QUALIFICATIONS MATRIX VENTURA & NW LOS ANGELES COUNTIES

LABS	LAB LOCATION	DSA - LEA*															
		AGGREGATE	ASPHALTIC CONC.	BATCH PLANT	CONCRETE	EARTHWORK	FIRE PROOFING	HIGH STRG BOLT	MASONRY	POST-INSTALLED ANCHORS	PRESTRESS CONC.	REINFORCING STEEL	SHOTCRETE	SOILS	STRUCTURAL STEEL	WELDING	
		TEST	INSPECT	TEST	INSPECT	TEST	INSPECT	TEST	INSPECT	TEST	INSPECT	TEST	INSPECT	TEST	INSPECT	TEST	INSPECT
NV5 West	VENTURA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
CTE	OXNARD	✓	✓	✓	✓	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗
EARTH SYSTEMS	VENTURA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	⊗	⊗	⊗	✓	✓
FUGRO WEST	VENTURA	✓	✓	✓	✓	✓	✓	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗
GEOCON WEST	BURBANK	✓	✓	✓	✓	✓	✓	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗
GEOLABS - WLTV	WESTLAKE	✓	✓	⊗	✓	✓	✓	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗
GEOTECHNOLOGIES	GLENDALE	✓	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗
GEOTECHNIQUES	VENTURA	✓	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗
GORIAN	T. OAKS	✓	✓	✓	✓	⊗	✓	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗
TWINING	VENTURA	✓	✓	✓	✓	✓	✓	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗	✓

* Compiled from DSA website (1/23/2017): <https://www.apps2.dgs.ca.gov/dsa/tracker/ApprovedLabs.aspx>

CLIENT NOTE: Numerous Building Code, ASTM, ACI, and Project Specification provisions require that Testing Labs be certified by an accreditation agency for the tests they perform. To ensure compliance with project requirements, owners should verify that the project Testing Laboratory is certified for the required materials testing program.

✓	AGENCY ACCREDITED
⊗	NOT ACCREDITED

August 4, 2015

Scott Moors
NV5 West, Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003

NOTICE OF RENEWAL OF ACCEPTANCE – LEA 014

Dear Mr. Moors:

This letter is to inform you of the renewal of acceptance by the Division of the State Architect (DSA) of the facility referenced above into the Laboratory Evaluation and Acceptance (LEA) program.

The referenced facility may provide the construction material testing and inspection services indicated on the attached list for projects under the jurisdiction of the DSA, which includes public schools (grades K-12 and community colleges) and State-owned or leased essential service buildings. LEA information for your facility will be posted on the DSA website (www.app.dgs.ca.gov/tracker/approvedLabs.aspx).

Please take time to review this correspondence with members of your staff that might be unfamiliar with our requirements.

This acceptance is valid until **April 25, 2019** and is contingent on continued compliance with the following LEA program requirements.

1. **Shaun Simon (RCE# 82610)** is the approved full-time engineering manager responsible for the testing and inspection services listed on the enclosed. You must notify the DSA prior to any change in engineering managerial responsibility.
2. The facility shall continue to receive biennial assessments by AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) as applicable to the services offered at the facility. Future reports and evidence of corrective action shall be submitted to the DSA.
- 2b. The facility shall maintain current participation in AMRL and CCRL proficiency sample programs (PSP). Future PSP reports and explanations of any low ratings shall be submitted to the DSA.
3. If the subject laboratory has granted DSA "Specifier" privileges with AMRL, written reports do not need to be sent to the DSA.
4. The facility shall maintain all test equipment and records in accordance with applicable, current American Society for Testing and Materials (ASTM) standards.

1102 Q Street, Suite 5200 | 1515 Clay Street, Suite 1201 | 700 N. Alameda St., Suite 5-500 | 10920 Via Frontiera, Suite 300
Sacramento, CA 95811 | Oakland, CA 94612 | Los Angeles, CA 90012 | San Diego, CA 92127
916.445.8730 | 510.622.3101 | 213.897.3995 | 858.674.5400

Scott Moors -2- August 4, 2015
NV5 West, Inc.


5. The facility shall provide laboratory and field testing personnel who are adequately trained, supervised and currently certified as required by the latest ASTM or other recognized standards.
6. Masonry inspectors assigned to projects under DSA jurisdiction shall have passed DSA's masonry inspector examination and be specifically approved for each project by the DSA field engineer.
7. Welding inspectors assigned to projects under DSA jurisdiction shall hold current American Welding Society (AWS) Certified Welding Inspector (CWI) or Senior CWI certification and be specifically approved for each project by the DSA field engineer.
8. The facility's Nondestructive Testing (NDT) program shall be supervised by an individual currently certified by the American Society for Nondestructive Testing (ASNT) as NDT Level III in applicable methods. Such certification shall have been obtained through ASNT by testing, not by employer or self-certification.
9. The facility's NDT written practice and procedures shall conform to the requirements of ANSI/ASNT CP-189, 2006, and be approved by the supervising Level III. All NDT technicians assigned to projects under DSA jurisdiction shall hold current Level II or greater certification, in accordance with the requirements of CP-189.
10. The laboratory facility shall provide test, inspection and verified reports in accordance with the requirements of the 2010 California Building Standards Administrative Code (CBC) Title 24, Part 1. Report format shall comply with LEA Program requirements and applicable ASTM standards.
11. The physical location of the facility, including but not limited to laboratory equipment and personnel, shall not change without prior notification to the DSA.

Please be aware that failure to comply with any of the requirements of the LEA Program may result in this acceptance being revoked. A facility with a revoked acceptance may be reinstated when it demonstrates all deficiencies cited by the DSA have been corrected. Fees may be charged.

If you wish to continue DSA acceptance beyond your current expiration date, you must submit a renewal application package at least 30 days prior to that date. The application (DSA form 100) and detailed instructions outlining submittal requirements can be downloaded from the DSA website (<http://www.dgs.ca.gov/dsa/Forms.aspx>). When we have received all required information, we will schedule an on-site evaluation of your facility.

Thank you for participating in the Division of the State Architect's LEA program. Should you have any questions regarding the LEA program requirements please feel free to contact me at (916) 445-2193 or e-mail me at eric.france@dgs.ca.gov.

Sincerely,



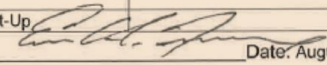
Eric H. France
Division of the State Architect
Laboratory Evaluation and Acceptance Program

Enclosure:

NV5 West, Inc.

LEA 014

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
Earthwork/Lab	Earthwork/Field	Earthwork
<input checked="" type="checkbox"/> Soil	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregate		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
Reinforcing Steel		Reinforcing Steel
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		Concrete
Concrete		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling
<input checked="" type="checkbox"/> Drilled Cores / Beams		<input checked="" type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Compressive Strength		<input checked="" type="checkbox"/> Shotcrete
<input checked="" type="checkbox"/> Length Change		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Flexural Strength		<input type="checkbox"/> Epoxy Injection
<input checked="" type="checkbox"/> Lightweight Concrete		<input type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Mix Design Review		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Splitting Tensile		Masonry
Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Torque	<input checked="" type="checkbox"/> Proof Load	<input checked="" type="checkbox"/> Masonry Placement
		<input checked="" type="checkbox"/> Post Installed Anchors
Masonry		Structural Metals
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Grout Compressive Strength		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Prism Compressive Strength		<input checked="" type="checkbox"/> Spray-Applied Fireproofing
<input checked="" type="checkbox"/> Unit Compr. Strength	<input checked="" type="checkbox"/> Absorption	
<input checked="" type="checkbox"/> Dimensions	<input checked="" type="checkbox"/> Masonry Shear	
<input type="checkbox"/> Drying Shrinkage		Other Inspection Services:
Metals/Lab		
<input type="checkbox"/> Structural Steel	<input type="checkbox"/> Liquid Penetrant	
<input checked="" type="checkbox"/> Tension	<input type="checkbox"/> Magnetic Particle	
<input checked="" type="checkbox"/> Bend	<input type="checkbox"/> Ultrasonic	
<input checked="" type="checkbox"/> Density of SFRM		
High Strength Bolt		
<input type="checkbox"/> Tension	<input type="checkbox"/> Radiographic	
<input type="checkbox"/> Hardness		Other Tests:
<input type="checkbox"/> Charpy V - Notch		
Roofing		
<input checked="" type="checkbox"/> Tiles	<input type="checkbox"/> Built-Up	

Approved by:  Date: August 4, 2015

Division of the State Architect LEA Acceptance for **NV5 West, Inc., LEA# 014** is effective until **April 25, 2019**.

1102 Q Street, Suite 5100 · Sacramento, California 95811 · (916) 445-8100



State of California Department of Transportation

CALTRANS QUALIFIED LABORATORY INSPECTION REPORT

Form TL-0113



Expiration date: 23-Oct-2016
 Inspected by: SEREE YENJAI
 IA No.: 93
 Phone: 916-247-1911
 File: Materials Category 500

Laboratory: BTC Labs - Vertical Five; dba NV5, Inc
 Address: 1868 Palma Drive, Suite A
 City: Ventura State: CA Zip: 93003
 Lab QC Mgr.: Shaun Simon e-mail: shaun.simon@nv5.com
 Telephone: 805.656.6074 Fax #: 805.650.6264

A certified Independent Assurance (IA) visited this laboratory on (Date) 24-Oct-2015
 Only the equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of qualification, this laboratory had all necessary equipment to perform the California Tests Method (CTM) indicated below. Sampling/Testing personnel shall possess current Caltrans Form TL-0111. "Certificate of Proficiency" prior to performing any sampling or testing.

CTM	CTM	CTM	CTM	CTM
105	106	125	201	202
205	206	207	208	211
216	217	226	227	229
231	235	301	304	308
309	360	366	367	370
371	382	504	518	521
523	533	539	540	556

A visual check was performed and documents provided as necessary for the following items:

- Yes A written in-house Safety Program
- Yes A written in-house Quality Control Program
- Yes Copies of current (applicable) test procedures
- Yes Verification that the laboratory participates in Caltrans RSP correlation program
- Yes Test equipment summary for calibration/service of equipment
- Yes Calibration stickers affixed to test equipment (dated within the 12 months)
- Yes Summaries of training records
- Yes Personnel certifications/qualifications
- Yes Work experience summaries
- Yes Nuclear gage license

On 24-Oct-2015 this laboratory was qualified by SEREE YENJAI # 093
 Date (Printed name of IA person)

 (Signature of IA person)

LABORATORY QUALIFICATIONS

Various Building Code sections require that testing laboratories meet the minimum requirements of ASTM standards such as C1077, C1093, and D3740. These standards **require** that testing labs be evaluated by an independent authority at least bi-annually and participate in appropriate proficiency sample programs.

Project owners should verify that the selected testing laboratory is certified for the appropriate scope of services. Copies of selected **NVS Accreditation Records** are provided below.

NV5 West, Inc.
 Ventura, California
[Show This Entry Only](#)
 Shaun Simon
 1868 Palma Drive
 Suite A
 Ventura, California 93003
 Phone: (805) 656-6074
 Fax: shaun.simon@nv5.com
<http://www.nv5.com>
 Quality Management System - accredited since 12/15/1991
 R18, C1077 (Aggregate), C1093 (Masonry)

Asphalt Mixture - accredited since 6/16/2008
 T30, T164, T209, T246, T247, T269, T275, T308, D1560 (Stability), D1561, D2041, D2172, D2726, D2950, D8203, D5444, D6307

Soil - accredited since 6/16/2008
 R58, T89, T90, T176, T190, T265, T310, T311, D421, D1140, D1557, D2216, D2419, D2487, D2844, D4318, D6938

Aggregate - accredited since 12/15/1991
 T2, T11, T19, T21, T27, T84, T85, T96, T176, T248, T255, T304, C29, C40, C117, C127, C128, C131, C136, C566, C702, C1252, D75, D2419

Concrete - accredited since 12/15/1991
 C31 (Cylinders), C39, C138, C143, C172, C173, C231, C511, C617 (7000 psi and below), C1064, C1231 (7000 psi and below)

Masonry - accredited since 9/15/2011
 C140 (CMU: Absorption)
 C140 (CMU: Compressive Strength)
 C140 (CMU: Measurement)
 C140 (CMU: Sampling)
 C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing)

+++ Our accreditation directory listing for this standard is in the process of being divided into three separate components: ultimate tensile strength, elongation, and yield strength. Changes will be made on each applicable laboratory's accreditation directory listing to reflect this change after we complete the next normally scheduled on-site assessment.

Iron and Steel - accredited since 2/20/2009
 A615-A370 (Carbon-Steel Bars, Deformed and Plain; Tensile Strength+++)
 A615-E290 (Carbon-Steel Bars, Deformed and Plain; Bend Test)
 A706-A370 (Low Alloy Steel Bars, Deformed and Plain; Tensile Test+++)
 A706-E290 (Low Alloy Steel Bars, Deformed and Plain; Bend Test)

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.

* This information is only valid as of 10/19/2015. Please visit <http://www.amr1.net> for current accreditation status.



PROJECT UNDERSTANDING

Our project understanding is based the Request for Proposals for Geotechnical Engineering Services for the District's McKinna Elementary School Reconstruction Project. The RFP includes a Board Presentation package by CFW/Dougherty dated March 15, 2017 which includes the Site Plan shown in three phases, including five new buildings and associated site work, parking lots, utility improvements and play courts/fields. We understand that the proposed development includes:

- Classrooms - Footprint approximately 17,500 square feet - Two story building;
- Kindergarten Classrooms – Footprint approximately 8,000 square feet - One story building;
- Administration - Footprint approximately 5,000 square feet - One story building;
- Multi-Purpose Room & Food Service Building - Footprint approximately 8,500 square feet - Two story;
- Library Resource Center - Footprint approximately 3,200 square feet - One story

The proposed structures are not located within a State-designated Earthquake Fault Zone or Earthquake-Induced Landslide Hazard Zone; however, the proposed development is located within an Earthquake-Induced Liquefaction Hazard Zone.

We assume the proposed construction will be permitted under the 2016 CBC. The code cycle will be relevant to the geotechnical study as seismic design parameters have changed between the 2013 and 2016 code cycles.

SCOPE OF SERVICES

Based upon the information provided, we propose the following scope of services:

Task 1 – Project Preparation and Documentation Review: Review existing available and in-house site geotechnical reports, review plans, and research the available geologic and geotechnical data pertinent to the site.

Task 2 – Field Reconnaissance and Utility Clearance: Reconnoiter the site to assess the site conditions, mark the proposed borings locations, and coordinate with Underground Service Alert (USA) as required per State mandatory protocol.

Notice Regarding Underground Utilities: Please note that USA does not locate utilities within private property. It is the Client's responsibility to provide NV5 with any available information on locations for all utilities and utility easements situated within the site at least 5 working days before the start of our field investigation. Penetrating the site subsurface is inherently risky. It is impossible to determine with certainty the precise location of all underground structures. NV5's fee is not adequate to compensate for both the performance of the services described herein and the assumption of the risk associated with damaging underground structures. Disruption of utilities or damage to underground structures will be the responsibility of the Client (OSD).

Exploration Permits: Boring permits are not anticipated to be required for this project. It is assumed that if permits are required that the client will provide those.

Task 3 – Field Exploration: Subsurface exploration will consist of both Cone Penetration Test (CPT) soundings and hollow-stem auger or mud-rotary drilling, as described below and shown in

the exploration plan at the end of this section. Mud-rotary drilling technique will be required for those borings significantly deeper than the anticipated shallow depth of groundwater (~20 feet). California Geological Survey Note 48 requires a minimum of two exploratory borings per new structure, and a minimum of one boring per 5,000 square feet of building footprint. Based on NV5's understanding of the proposed Site Plan, NV5 anticipates a minimum of twelve borings are required to satisfy site exploration requirements.

- Drill, sample, and log approximately one mud-rotary boring to a maximum depth of approximately 50 feet below ground surface, and three hollow-stem auger borings to depths of approximately 30 feet below ground surface. Actual boring depths will depend upon the field conditions encountered. Relatively undisturbed soil samples and bulk samples will be obtained from the borings at various depths. An NV5 geologist will observe the drilling operations and log the underlying materials based on visual observation of soil samples.
- Advance approximately nine CPT soundings. CPTs will be advanced to depths ranging from 30 to 60 feet below ground surface (assume 1 day of CPT operations). Actual CPT depths will depend upon the field conditions encountered.

The ground surface at the proposed boring and CPT locations consists grass field and of asphalt pavement.

Drilling and sampling will proceed following ASTM standards. Relatively undisturbed soil samples and bulk samples will be obtained from the borings at selected depths. An NV5 geologist will observe the exploratory borings and log the underlying materials based on visual observation of drill cuttings and soil samples. Borings will be backfilled with bentonite grout. Drill cuttings will be contained in DOT 55 gallon drums and disposed offsite.

Depth to groundwater will be measured where encountered, after which the borings will be permanently backfilled with bentonite chips. Asphalt in paved areas will be patched with cold patch asphalt concrete.

Fieldwork Hours: Field exploration is planned for normal business hours, Monday through Friday. If field exploration is required during off-hours, additional fees will apply. Per client request, cost estimate is based on Prevailing Wage-Saturday/Overtime rates.

Boring Backfill: At the completion of the exploratory excavations, the borings and CPTs will be backfilled with bentonite grout, however boring backfill may settle over time, and the locations should be checked by maintenance staff.

Hazardous Materials: In the event that suspected hazardous materials are encountered during drilling, as indicated by odor or visually, impacted exploratory excavations will be terminated and arrangements will be made to backfill such excavations with cement grout. NV5 will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added costs incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the site investigation in accordance with our current fee schedule.

Task 4 – Laboratory Testing: Selected soil samples will be tested to evaluate the engineering characteristics and classify the on-site soil materials. Laboratory tests will be determined based upon the results of the field exploration. Tests will include:

- In-situ moisture and dry density
- Grain-size distribution

- Expansion Potential
- Consolidation Testing
- Compaction Characteristics
- Liquid and Plastic Limits, Plasticity Index
- Shear strength
- Soil Corrosion Potential

Samples will be stored at our laboratory until all foundation work has been completed and accepted by DSA.

Task 5 – Engineering Analysis: Engineering analyses will be based on the available research, findings from the field exploration and laboratory test data; and will include evaluation of:

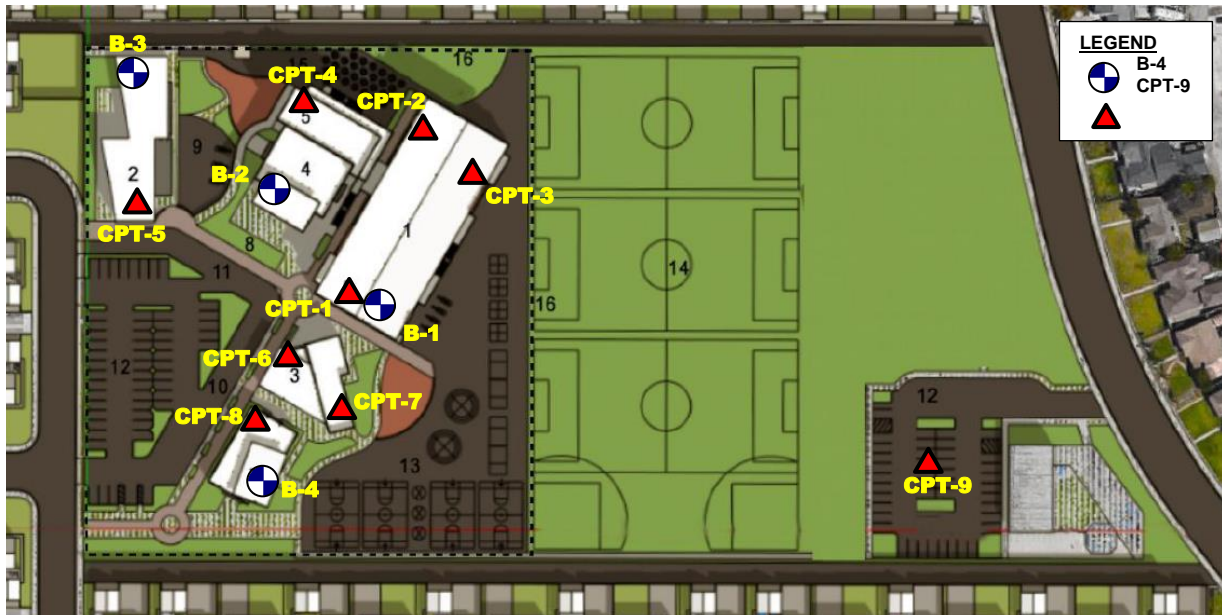
- Soil profile and classification
- Suitability of foundation material
- Geologic and Seismic Hazards
- Settlement potential
- Suitability of backfill material
- Seismic shaking potential
- Foundation type and bearing capacity

Task 6 – Report: Prepare a geotechnical report presenting a summary of our findings, laboratory analyses, and preliminary geotechnical recommendations for design and construction. The geotechnical report will include:

- Site & Project Description
- Site Location Map, Regional Geologic Map, Seismic Hazard Map, Geotechnical Site Plan
- Logs of Exploratory Borings and Cone Penetrometer Test Soundings, and field investigation procedures
- Laboratory test results and summary of laboratory testing procedures
- Summary of earth materials encountered during exploration
- Discussion of groundwater conditions
- Discussion of seismic hazards including liquefaction, earthquake-induced landslide hazard, fault rupture hazard, strong motion ground shaking evaluation and peak horizontal ground acceleration based on 2016 CBC (USGS calculator)
- Seismic Settlement and Static Settlement analysis
- Expansive Soil Potential
- Seismic Settlement and Static Settlement analysis
- Grading and earthwork recommendations
- Foundation recommendations, including bearing capacities, bearing depths, and foundation design recommendations for shallow foundations, and mat and deep foundations, if appropriate
- Recommendations for design of retaining walls and below grade structures including lateral earth pressures
- Recommendations for temporary excavation and protection of temporary excavations, such as

- sheet piles, underpinning, and dewatering
- Slope Stability
- Site drainage considerations
- Recommendations for utility trench excavation, excavation stability and backfill requirements
- Recommendations for Subgrade Modulus for design of pavements or slabs
- Recommendations for Pavement Design
- Soil Corrosion Potential
- Discussion of general project conditions and constraints, including boundary conditions
- Recommendations for construction observation and testing

FIGURE 1 – Boring Location Plan



REPORT SUBMITTAL AND APPROVAL

NV5 will submit a draft report to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. NV5 will promptly and satisfactorily respond to all comments, and issue a final report that complies with all requirements of State and Federal authorities having jurisdiction over K-12 construction.

CONSTRUCTION PHASE SERVICES

If selected, NV5 will respond to all RFI’s generated related to the Geotechnical Engineer’s report prepared pursuant to this RFP, and perform field observation duties as required by T-24 Part 1,

Sections 4-211, 4-214, 4-215, 4-216, and 4-217. Post Report Services are not included in this cost estimate.

SCHEDULE

We understand that time is of the essence on this project. Our estimated project schedule is summarized in the table below and will issue an electronic draft geotechnical report within 30 days of the notice to proceed. NV5 will endeavor to schedule the field exploration on a non-student week-day school day that does not coincide with an observed holiday.

K-12 SCHOOL PROJECT EXPERIENCE



Santa Susana High School Auditorium

PROJECT EXPERIENCE

NV5 specializes in geotechnical and construction phase quality assurance services for school construction projects under DSA Building Authority and we've successfully completed thousands of projects throughout California. Selected project experience summaries are provided below.

SIMI VALLEY USD – ON-CALL GEOTECHNICAL & MATERIALS TESTING SERVICES (53 PROJECTS / 5 YRS.)

Client: Simi Valley Unified School District

Location: Over the past 10 years, NV5 has worked at Every School in the OSD, including 25 campuses, the Adult School, Monte Vista Independent School, and the District Maintenance Yard.



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Services: Comprehensive Geotechnical Observation & Testing, Construction Materials Engineering & Testing, & Special Inspection Services

NV5's Staff: Program Manager: Scott Moors; Engineering Manager: Shaun Simon, Geotechnical Engr: Bruce Smith; Inspector & Technicians – see STAFF MATRIX

Client Contact: Tony Joseph, (805) 306-4500 x4461, anthony.joseph@simivalleyusd.org

Jeff Kipp, (805) 306-4500 x4463, jeffery.kipp@simivalleyusd.org

Pedro Avila, (805) 306-4500 x4628, pedro.avila@simivalleyusd.org

NV5 has worked closely with Simi Valley USD for over 30 years and we have successfully completed 53 projects in the past 5 years.

Project Name	DSA #	P.I.	Project Name	DSA #	P.I.
Park View Elementary School Modernization	03-113471	Frank Coughlin	Big Springs Elem. School 3 Portable Bldgs.	03-116654	Mark Smith
Apollo High School Addition	03-113690	Frank Coughlin	Sinaloa Middle Sch. 4 Portable Bldgs.	03-116714	Mark Smith
Crestview Elementary School	03-109237	Jose Gonzales	Royal High School - Four Portable Buildings	03-116617	Frank Coughlin
Madera Elementary School	03-110313	Jose Gonzales	Royal High School Field & Track Renovation	-	-
Abraham Lincoln Elementary	03-109074	Jose Gonzales	Mountain View Elem. School - Ground Rod Tests	-	Duncan McKay
Simi Valley High School - Ground Rod Tests	03-107234	Jose Gonzales	Mountain View Elem. School Modernization	03-114662	Duncan McKay
Transportation Yard Concrete Repairs	-	Frank Coughlin	Sinaloa MS Pickleball Court Paving Project	-	-
Simi Valley Elementary School Coring	-	-	Asphalt and Slurry 20 15 (Township Elem. Sch)	-	-
Santa Susana High School Abatement	-	Steve Madison	Asphalt and Slurry 20 15 (Atherwood Elem. Sch.)	-	-
Santa Susana HS Modernization, Phase 1	03-112659	Steve Madison	Asphalt and Slurry 20 15 (Garden Grove Elem. Sch.)	-	-
Adult School & Career Institute Campus Expan	-	Frank Coughlin	Asphalt and Slurry 20 15 (Hillside Middle Sch.)	-	-
Santa Susana HS 2 Relocatables - Grnd Rod	03-107362	Steve Madison	Asphalt and Slurry 20 15 (Knols Elem. Sch.)	-	-
Mountain View Elem Asphalt Playgrnd & Summer	-	Duncan McKay	Asphalt and Slurry 20 15 (Royal High School)	-	-
Santa Susana High School MPR Electrical Repair	-	-	Asphalt and Slurry 20 15 (Santa Susana High School)	-	-
Berylwood Elementary School Shade Structure	03-114604	Cal Code Consult	Asphalt and Slurry 20 15 (Sinaloa Middle School)	-	-
Vista Elem. Sch. 5 Relocatable Classroom Bldgs.	03-114690	Duncan McKay	Asphalt and Slurry 20 15 (Sycamore Elem. School)	-	-
Vista Elem. School Modernization	03-114384	Duncan McKay	Asphalt and Slurry 20 15 (Vista Elem. School)	-	-
Adult School & Career Institute Modernization	-	Frank Coughlin	Asphalt and Slurry 20 15 (White Oak Elem. School)	-	-
Park View, Mountain View, Township Elem.	69284	Frank Coughlin	Vista Fundamental Sch 4 Relocatable Clsrm Bldgs.	03-116261	Frank Coughlin
Mountain View Elem. School Interim Housing	-	Frank Coughlin	Justin Elem. School Asphalt & Slurry 20 15	-	-
Atherwood Elem. School Addition Phase 1	03-107473	Jose Gonzales	Madera Elem. School Parking Lot Project	-	Frank Coughlin
Santa Susana High School New Auditorium	03-112659	Steve Madison	Township E.S Kindergarten Bldg. Foundation Repair	03-116202	Frank Coughlin
Simi Valley HS Modernization Phase 2	03-109695	Frank Coughlin	Simi Valley HighSchool Bldg. # 6, Pachometer Survey	-	-
White Oak Elem. School Modernization	03-114918	Frank Coughlin	Santa Susana E.S Paving & Landscaping Project	-	Frank Coughlin
Madera Elem. Building 1 Seismic Retrofit	03-114731	Steve Madison	Vista Fundamental School - New Admin. Bldg.	03-116599	Frank Coughlin
Crestview Elem. Building 1 Seismic Retrofit	03-114730	Steve Madison	Royal H.S HVAC Replacement Bldgs.	03-116702	Frank Coughlin
Sycamore Elem. Building Seismic Retrofit	03-114732	Steve Madison			

GLENDALE USD – ON-CALL GEOTECHNICAL & MATERIALS TESTING SERVICES (18 PROJECTS - 5 YRS.)

Client: Glendale Unified School District
Location: 22 projects in 6 years at 3 High School, 1 Middle School & 5 Elementary School Campuses
Services: Comprehensive Geotechnical Investigation, Geotechnical Observation & Testing, Construction Materials Engineering & Testing, & Special Inspection Services
NV5's Staff: Program Manager: Scott Moors; Engineering Manager: Shaun Simon, Project Managers: Scott Moors, Carol Harrison, Shaun Simon, Field Staff: *See Staff Matrix*
Client Contact: Tony Barrios, (818) 507-0201



Multiple Award Task Order Contract for Geotechnical Engineering and Materials Testing Services; completed ~22 projects including preliminary geotechnical investigations and geotechnical testing during construction. Specific geotechnical investigation reports included new facilities at Thomas Jefferson Elementary School and Theodore Roosevelt Elementary School. Reports were submitted to DSA and approved for construction.

Consistent on-budget performance leads to repeat assignments, all geotechnical reports approved by CGS & construction testing approved by DSA.

SOUTH PASADENA HIGH SCHOOL – GEOTECHNICAL STUDY FOR NEW SCIENCE BUILDINGS

Client: South Pasadena Unified School District
Location: South Pasadena High School, South Pasadena
Services: Geotechnical Engineering Study for New Science Classroom Buildings – Phases 1 & 2: Field Exploration, Lab Testing, Analysis & Reporting
NV5's Staff: Project Manager: Shaun Simon; Staff: Geoff Faneros, Scott Moors
Client Contact: Tim Mawhinney, Director – Facilities & Maintenance, 626-441-5870, tmawhinney@spusd.net



NV5 completed geotechnical studies for Phases I & II of the new ~18,000 ft² Science Classrooms at SPSH. Geotechnical exploration phase mobilized limited access drill rig due to restricted site access. Geotechnical report was approved by CGS without comment. Work completed on time & on budget.

SAN MIGUEL ELEMENTARY SCHOOL, OXNARD – GEOTECHNICAL STUDY FOR NEW CLASSROOM BUILDINGS

Client: Oxnard School District
Location: San Miguel Preschool, Oxnard, CA
Services: Geotechnical Engineering Study for New Classroom Buildings: Field Exploration, Lab Testing, Analysis & Reporting
NV5's Staff: Project Manager: Shaun Simon; Staff: Geoff Faneros, Scott Moors



Client Contact: David Fateh, Director of Facilities, 805-385-1514 x2501, dfateh@oxnardsd.org

NV5 completed a comprehensive geotechnical study for three new classrooms located within a State-designated Liquefaction Hazard Zone. In compliance with new 2013 building code requirement, NV5 also performed a site-specific ground motion study due to S_1 ground acceleration exceeding 0.75g.

PRELIMINARY GEOTECHNICAL STUDY, NEW CLASSROOM FACILITIES, LUPIN HILL ELEMENTARY SCHOOL, CALABASAS, CA

Client: Las Virgenes Unified School District
Location: 26210 Amador Road, Calabasas, California
Services: Preliminary Geotechnical Engineering Study for New Classroom Buildings: Field Exploration, Lab Testing, Analysis & Reporting
NV5's Staff: Project Manager: Scott Moors; Staff: Bruce Smith, Shaun Simon, Geoff Faneros

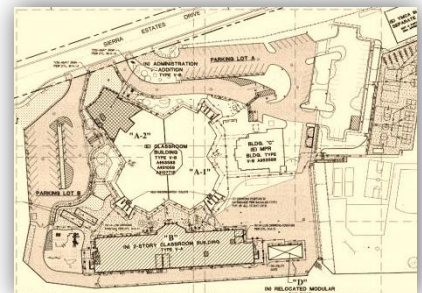


Client Contact: Rhonda Bacot, Director of Maintenance & Facilities, rbacot@lvusd.org

NV5 completed a comprehensive geotechnical engineering study for four new classroom buildings on an existing crowded campus. Six borings were completed in conformance with State requirements during a school holiday to minimize impact with student.

PRELIM. GEOTECHNICAL STUDY, NEW CLASSROOM ADDITION & MODERNIZATION

Client: Sulfur Springs Union School District
Location: Valley View Elementary School
2700 Weyerhaeuser Way, Canyon Country, CA
Services: Preliminary Geotechnical Engineering Study for New Classroom Buildings: Field Exploration, Lab Testing, Analysis & Reporting
NV5's Staff: Project Manager: Shaun Simon; Staff: B. Smith
Client Contact: Larry Mann, IOR, lamdulce57@gmail.com



NV5 completed a geotechnical study for a classroom addition and modernization. Two borings were completed in conformance with State requirements. NV5 performed all special inspection and geotechnical and Materials testing.

OXNARD SCHOOL DISTRICT – ON-CALL GEOTECHNICAL & MATERIALS TESTING SERVICES (90 PROJECTS IN 5 YRS.)

Client: Oxnard School District
Location: 90 projects in 5 years at 21 Middle & Elementary School Campuses
Services: Comprehensive Geotechnical Investigations, Geotechnical Observation & Testing, Construction Materials Engineering & Testing, & Special Inspection Services
NV5's Staff: Program Manager: Scott Moors; Engineering Manager: Shaun Simon, Project Managers: Scott Moors, Carol Harrison, Shaun Simon, Field Staff: *See Staff Matrix*
Client Contact: David Fateh, (805) 385-1514 x2501, dfateh@oxnardsd.org



Multiple Award Task Order Contract for Geotechnical Engineering and Materials Testing Services; completed 90 projects in 5 years including preliminary geotechnical investigations, geotechnical testing during construction, special inspections and construction materials testing. All Oxnard schools are located within State-designated Liquefaction Hazard Zones with soft soil conditions.

Consistent on-budget performance leads to repeat assignments, all geotechnical reports approved by CGS & construction testing approved by DSA.

LOS ANGELES UNIFIED SCHOOL DISTRICT – ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION SERVICES (26 PROJECTS IN 5 YRS.)

Client: Los Angeles Unified School District
Location: 26 projects in 5 years at 24 Elementary, Middle & High School Campuses
Services: Construction Materials Engineering & Testing, & Special Inspection Services
NV5's Staff: Program Manager: Scott Moors; Engineering Manager: Shaun Simon; Project Manager: Carol Harrison, Field Staff: *See Staff Matrix*
Client Contact: Peyman Soroosh, Supervising Structural Engineer
(213) 241-0317, peyman.soroosh@lausd.net



Multiple Award Task Order Contract for Materials Testing and Special Inspection Services; completed 26 projects in 5 years on 24 campuses including out-of-state source and fabrication inspections.

PHASE 1 RECYCLED WATER BACKBONE - HUENEME RD PROJECT

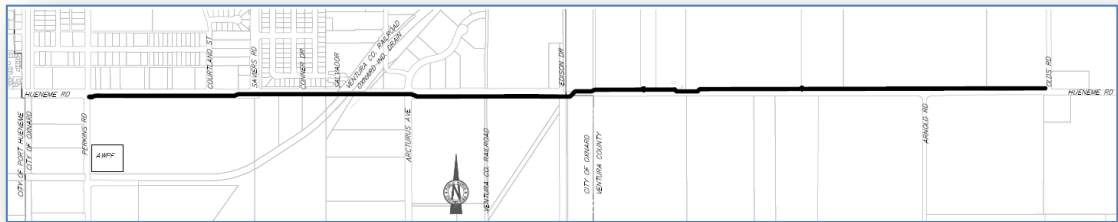
Client: City of Oxnard

Location: 10,000 LF pipeline along Hueneme Rd, Perkins Rd – Olds Rd, Oxnard, CA

Contact: Robert Hearne, PE; (805) 385-7832, robert.hearne@ci.oxnard.ca.us

Service Dates: 2013 - 2015

NV5 provided geotechnical consulting, construction materials testing, welding inspection, environmental testing, and corrosion consulting for the ~2-mile Phase 1 section of Oxnard's recycled water pipeline project. After performing the geotechnical investigation in 2012, which included 24 soil borings, NV5 provided construction materials testing and special inspection services for the cut & cover welded steel pipeline. We also provided environmental sampling and testing of suspect soils, and corrosion consulting.



KEY STAFF: PM - Scott Moors, Technicians - Matt Habberfield, Santos Rodriguez, Inspectors - Ruddy Bray (CWI), Cliff Jones (CWI)

SERVICES: Geotechnical Consulting, Concrete Inspection; Welding Inspection; Soils/Backfill Testing, Corrosion Consulting, Environmental Consulting,

VERN FREEMAN DIVERSION DAM - FISH PASSAGE PANEL

Location: Santa Paula, CA

Client: United Water Conservation District

Contact: Craig Morgan; (805) 525-4431

Service Dates: 2012 - 2013

Construction Cost: \$90M; **NV5 Fee:** \$115K

NV5 performed a complicated geotechnical study in submerged area upstream of the Freeman Diversion Dam in support of a proposed 80-wide slot cut in the dam to construct a 400-ft long by 80-ft wide fish "ramp". The Freeman Diversion Dam is an ~25-ft high, roller compacted concrete dam on the Santa Clara River near Santa Paula, CA. Project included grading access ramps in the flooded riverbed, SWPPP compliance & reporting, drilling 6 mud-rotary borings, site restoration, laboratory testing, and geotechnical analyses and reporting.

KEY STAFF: PM - Scott Moors, CEG, CHG; Engineer – Shaun Simon, PE; Staff – Jose Sanchez, CEG; Geoff Faneros, CEG

SERVICES: Geotechnical; SSPPW



CALIFORNIA DSA SCHOOL PROJECTS COMPLETED IN THE PAST 5 YEARS - NV5 VENTURA

(265 Projects with DSA #s - Does not include dozens of School projects w/o DSA #s)

CLIENT NAME	JOB NAME	DSA NO.	R.	CONTACT	PHONE NO.
Glendale Unified School District	Theodore Roosevelt Middle School-2 ShadeStructures	03-113393	2011	Tim Mawhinney	(818) 427-2450
Glendale Unified School District	Theodore Roosevelt Middle School-Increment 1 Site Work Part 2	03-111836	2011	Tim Mawhinney	(818) 427-2450
Glendale Unified School District	Theodore Roosevelt Middle School - Toilet Bldg & Cart Shed	03-113324	2011	Tim Mawhinney	(818) 427-2450
Inspection Services	Laney College Athletic Field & Field House, Oakland CA	04-110972	2011	Can Celik	(510) 809-2613
Ventura Unified School District	Foothill Technology High Sch. Site Improv. For a Portable Classroom	03-113635	2011	Terri Allison	(805) 289-7981
Conejo Valley Unified School District	Sycamore Canyon Sch. New Modular Child Care Bldg.	03-113569	2011	Scott Brontsema	(805) 497-9511
Oxnard School District	Sierra Linda School - Addenda B	03-104370	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	Driffill School - Addenda B	03-104256	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	Harrington School - Addenda B	03-104139	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	Lemonwood School - Addenda B	03-104240	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	Curren School - Addenda B	03-103834	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	McKinna School - Addenda B	03-103824	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	Maria West School - Addenda B	03-104108	2011	Jorge Gutierrez	(805) 486-5745
Newhall School District	McGrath Elementary Preschool - Ground Rod Test	64832-25	2011	Vic Nardiello	(661) 510-4908
Ventura Unified School District	Mound Elementary School Lunch Shelter	03-113792	2011	Terri Allison	(805) 289-7981
Oxnard School District	Sierra Linda Elem. Site Improv. For (2) New Port. Bldgs. (NFL)-IOR	03-113689	2011	Jorge Gutierrez	(805) 486-5745
Ventura County Office of Education	Frank Intermediate Special Education Facility	03-112000	2011	Poul Hanson	(805) 383-1943
Ocean View School District	Mar Vista Elementary School Portable Reloc./Site Improvements	03-113112	2011	Greg Bridges	(805) 488-4441
Boys & Girls Club	Boys & Girls Club @ Sequoia Middle School	03-113810	2011	B. Rodriguez	(310) 463-5939
Earth Systems Southern California	Oxnard High School Culinary Arts Classroom	03-113008	2011	Mark Huber	(805) 642-6727
Simi Valley Unified School District	Park View Elementary School Modernization	03-113471	2011	Jeff Kipp	(805) 306-4202
Simi Valley Unified School District	Apollo High School Addition	03-113690	2011	Jeff Kipp	(805) 306-4547
Simi Valley Unified School District	Crestview Elementary School	03-109237	2011	Jeff Kipp	(805) 306-4202
Simi Valley Unified School District	Madera Elementary School	03-110313	2011	Jeff Kipp	(805) 306-4202
Simi Valley Unified School District	Abraham Lincoln Elementary	03-109074	2011	Jeff Kipp	(805) 306-4202
Santa Monica Malibu USD c/o Parsons	Juan Cabrillo Elem. School Fencing & Gate Project	03-113115	2011	Mitra Nehorai-Tome	(310) 447-7895
Santa Monica Malibu USD c/o Parsons	Point Dume Elementary School Gas Line Project	03-112541	2011	Mitra Nehorai-Tome	(310) 447-7895
Simi Valley Unified School District	Simi Valley High School - Ground Rod Tests	03-107234	2011	Jeff Kipp	(805) 306-4547
Santa Monica Malibu USD c/o Parsons	SMM USD - Santa Monica HS Barnum Hall(Locking Rail)	03-101212	2011	Mitra Nehorai-Tome	(310) 447-7895
Oxnard School District	OSD-Site Improv. For Frank Interm. (5) New Portables - PI	03-113884	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	OSD-Site Improv. For Fremont Interm. (1) New Portable - PI	03-113882	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	OSD-Site Improv. For Haydock Interm. (1) New Portable - PI	03-113881	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	OSD-Site Improv. For Frank Interm. (5) New Portables - CMT	03-113884	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	OSD-Site Improv. For Fremont Interm. (1) New Portable - CMT	03-113882	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	OSD-Site Improv. For Haydock Interm. (1) New Portable - CMT	03-113881	2011	Jorge Gutierrez	(805) 486-5745
Ventura Unified School District	VUSD - Balboa Middle School Modular Toilet Building	03-113768	2011	Terri Allison	(805) 289-7981
VCCCD c/o HEERY International, Inc.	VCCCD - Ventura College Athletic Event Center	03-107642	2011	G. Kuppenbender	(805) 654-6445
Santa Monica Malibu USD c/o Parsons	SMM USD - Malibu Middle & HS Campus Wide Fire Alarm Replac. Pjt.	03-113284	2011	Mitra Nehorai-Tome	(310) 447-7895
Oxnard School District	OSD - Driffill School Brick Bldg. Demolition Project	03-113652	2011	Jorge Gutierrez	(805) 385-1514
Oxnard School District	Oxnard Sch. Dist. - San Miguel Elem 2 Modular Classrooms - IOR	03-113952	2011	Jorge Gutierrez	(805) 486-5745
Oxnard School District	Oxnard Sch. Dist. - San Miguel Elem 2 Modular Classrooms - CMT	03-113952	2011	Jorge Gutierrez	(805) 486-5745
City of Oxnard Public Works	Oxnard Library South Branch	03-107872	2011	Ralph Alamillo	(805) 385-8341
Ventura County Office of Education	VCOE - Gateway School - 4 Portables	03-113973	2011	Poul Hanson	(805) 383-1943
Ventura County Office of Education	VCOE - ROP Education Service Center - 2 Portables	03-113795	2011	Poul Hanson	(805) 383-1943
Los Angeles USD	LAUSD - Marshall HS Fire Alarm Upgrade	03-111577	2011	Howard Kuttler	(213) 276-2807
Glendale Unified School Dist.	GUSD - Theodore Roosevelt MS Field Improvements FCD A-10	03-111836	2011	Tim Mawhinney	(818) 427-2450
Boys & Girls Club	Boys & Girls Club @ Sequoia Middle School - Tenant Improvements	03-113860	2011	B. Rodriguez	(310) 463-5939
Harris & Associates c/o LA. City College	Los Angeles City College Clausen Hall Modernization	03-113591	2011	Christopher Dunne	(323) 953-4000
Los Angeles USD	LAUSD - Mount Gleason Middle School-ADA Corrective Repairs	03-108417	2011	Ken Arrington	(213) 241-4597
SMM USD c/o Parsons	SMM USD-Malibu M.S/HS Post Const. Roof Welds @ Elevator Roof	03-59245	2011	Mitra Nehorai-Tome	(310) 447-7895
SMM USD - BB Program	SMM USD-Franklin Elem. Post Const. Roof Welds @ Elevator Roof	03-59179	2011	Merritt Raff	(10) 450-8338
Los Angeles USD	LAUSD-Bell HS Auto Shop Renovation & HVAC for Print Shop	03-112302	2011	Alex Furer	(323) 789-7022
Simi Valley Unified School District	SVUSD-Santa Susana HS Modernization, Phase 1	03-112659	2011	Tony Joseph	(805) 306-4500
Los Angeles Unified School Dist.	LAUSD - Adams Middle School Outdoor Ramp @ Admin Bldg.	03-111568	2011	John Storie	(213) 633-3569
Los Angeles Unified School Dist.	LAUSD - Brainerd Elem. School ADA Restrooms, Gate and Ramps	03-112875	2011	Robert Hitt	(818) 654-3549
Los Angeles Unified School Dist.	LAUSD - Taft HS Photovoltaic Solar Power System in Parking Lot	03-114238	2011	Peter Yee	(213) 241-8076
Los Angeles Unified School Dist.	LAUSD - Washington HS Photovoltaic Solar Power System in Parking	03-114239	2011	Peter Yee	(213) 241-8076
Los Angeles Unified School Dist.	LAUSD-Jordan High School Wellness Center (Modular Bldg)	03-113673	2012	Carla Romero	(213) 241-1427
Los Angeles Unified School Dist.	LAUSD - Monroe High School Girls Softball Field Renovation	03-113930	2012	Phillip Poladian	(818) 654-3771
Los Angeles Unified School Dist.	LAUSD - Braddock Elem. School Fire Alarm System Upgrade	03-109977	2012	Howard Kuttler	(213) 276-2807
Simi Valley Unified School District	Santa Susana HS Two Relocatables - Ground Rod Test	03-107362	2012	Tony Joseph	(805) 306-4500
Boys & Girls Club	Boys & Girls Club @ Sequoia Middle School-Tenant Improvements	03-113860	2012	James H. Azbell	(805) 485-6764
Ventura Community College District	VCCCD-Moorpark College Physical Sciences HVAC Retrofit Project	03-114324	2012	Jonell Miller	(805) 652-5560
Conejo Valley Unified School District	CVUSD - Banyan Elem. School Library	03-105108	2012	Greg Daniels	(805) 229-1047
Oxnard School District	Oxnard School Dist. - Sierra Linda Elem. - Ground Rod Tests	03-112570	2012	Jorge Gutierrez	(805) 385-1514
Los Angeles USD	LAUSD-Bell High School SLC Sitework & ADA Upgrades	03-113333	2012	Victor Milan-Simpkins	(323) 789-7022
Ventura Unified School District	VUSD-Ventura Charter School Reloc. & Site Improvements	03-114431	2012	Terri Allison	(805) 289-7981
Oxnard School District	OSD - Driffill Elementary School P2P	03-113652	2012	Jorge Gutierrez	(805) 486-5745
Los Angeles Unified School Dist.	LAUSD - Chatsworth High School Solar Carport Project	03-114629	2012	Peter Yee	(213) 241-8076
Sierra Sands Unified School District	SSUSD - Sierra Sands Monkote Pole	03-114392	2012	Tom McMahon	(760) 499-7439
Simi Valley Unified School District	SVUSD - Berylwood Elementary School Shade Structure	03-114604	2012	Pedro Avila	(805) 306-4500
Conejo Valley Unified School District	CVUSD - Banyan Elementary School Shade Structure	03-110627	2012	Jack Wilson	(805) 497-9511
Moorpark College	Moorpark College LRT Building	03-104726	2012	John Sinutko	(805) 378-1454
Oak Park USD	OPUSD-Oak Park HS Multipurpose Room Telescopic Seating Addition	03-114228	2012	Martin Klaus	(818) 735-3254
Mesa Union School District	MUSD - Mesa Union School Modular PE Dressing (CM T)	03-114701	2012	Erica Magdelano	(805) 485-4111
Mesa Union School District	MUSD - Mesa Union School Modular PE Dressing (PI)	03-114701	2012	Erica Magdelano	(805) 485-4111
Glendale Unified School District	GUSD - Daily High School 2012 Relocatables	03-114689	2012	Tim Mawhinney	(818) 427-2450
Santa Monica Malibu USD c/o Parsons	SMM USD-Malibu Middle & HS Athletic Field Lighting	03-114435	2012	Hunter Gaines	(310) 749-1784
Soils Engineering, Inc.	Soils Engineering, Inc. - Santa Paula HS Baseball Scoreboard Add.	03-114528	2012	Brian Marier	(661) 831-5100
Newhall School District	Newhall Elementary School Pico Canyon Elem. Sch. 1Relocatable	03-114657	2012	Erick Kroenke	(661) 291-6700
Los Angeles Unified School Dist.	LAUSD-Bellingham Elem. Sch. Rooftop Solar System	03-114181	2012	Peter Yee	(213) 241-8076
Los Angeles Unified School Dist.	LAUSD-South Gate Middle Sch. Barrier Removal-Handicap Access R.	03-113711	2012	Joseph Ringo	(213) 479-0391
Los Angeles Unified School Dist.	LAUSD-102nd St. Early Education Center New Shade Structure	03-114263	2012	Oscar Flores	(562) 278-6813
Los Angeles Unified School Dist.	LAUSD-75th Street Early Education Center New Shade Structure	03-114236	2012	EJ Jarboe	(213) 503-6126
Los Angeles Unified School Dist.	LAUSD-Miles Early Education Center New Shade Structure	03-114235	2012	EJ Jarboe	(213) 503-6126
Simi Valley Unified School District	SVUSD - Vista Elem. Sch. 5 Relocatable Classroom Bldgs.	03-114690	2012	Tony Joseph	(805) 306-4500
Simi Valley Unified School District	SVUSD - Vista Elem. School Modernization	03-114384	2012	Tony Joseph	(805) 306-4500

CLIENT NAME	JOB NAME	DSA NO.	R.	CONTACT	PHONE NO.
Oxnard School District	OSD - Soria School Locker Room Building Site Improvement (PI)	03-114288	2012	Jorge Gutierrez	(805) 487-3918
Oxnard School District	OSD - Soria School Locker Room Building Site Improvement (CMT)	03-114288	2012	Jorge Gutierrez	(805) 487-3918
Santa Monica Malibu USD c/o Parsons	SMMUSD - Juan Cabrillo Elem. School Fencing & Gate Project	03-113115	2012	Vincent Johnson	(310) 902-2514
Simi Valley Unified School District	SVUSD - Park View, Mountain View, Township Elem.	69284	2013	Tony Joseph	(805) 306-4500
Simi Valley Unified School District	SVUSD - Atherwood Elem. School Addition Phase 1	03-107473	2013	Tim McCabe	(805) 306-4500
Los Angeles Unified School Dist.	LAUSD - Curtiss Middle School Solar Carport Project	03-114871	2013	John A. Ortega	(213) 598-0929
Los Angeles Unified School Dist.	LAUSD - Revere Middle School New Sanitary Building	03-113800	2013	Dan Larsen	(213) 241-3475
Glendale Unified School District	GUSD - Theodore Roosevelt M. S Bldg. 2000 Woodshop HVAC	03-114445	2013	Armond Mailan	(818) 507-0201
Ventura County Office of Education	VCOE-Penfield Sch. Classroom Modernization - PI	03-114409	2013	Poul Hanson	(805) 381-1943
Ventura County Office of Education	VCOE-Penfield Sch. Classroom Modernization - CMT	03-114409	2013	Poul Hanson	(805) 381-1943
Jacobs Pacific c/o East L.A. College	LACCD-East L.A. College Campus Student Center Bookstore	03-113782	2013	Bob Herrman	(714) 496-5047
Ventura Community College District	VCCCD-Ventura College LRC Bldg. D & CR Remodel	03-1045898	2013	Miguel Renteria	(805) 289-6080
Simi Valley Unified School District	Simi Valley HS Modernization Phase 2	03-109695	2013	Tim McCabe	(805) 306-4500
Las Virgenes Unified School Dist.	LVUSD-Round Meadow Elem. School New Shade Structure	03-115071	2013	Rhonda Bacot	(818) 878-5274
Las Virgenes Unified School Dist.	LVUSD-Bay Laurel Elem. School New Shade Structure	03-115070	2013	Rhonda Bacot	(818) 878-5274
Ventura Unified School District	Lincoln Elem. (1) Relocatable & Site Improvement	03-115002	2013	Terri Allison	(805) 289-7981
Ventura Unified School District	Ventura Charter & DATA Modular Classrooms & Site Improv.	03-115062	2013	Terri Allison	(805) 289-7981
Oak Park USD	Oak Park High School - ADA Field Improvements	03-114189	2013	Martin Klauss	(818) 735-3254
Oak Park USD	Oak Park High School - Modernization	03-113469	2013	Martin Klauss	(818) 735-3254
Ventura Unified School District	VUSD - Ventura High School 6 Shade Structures	03-115101	2013	Terri Allison	(805) 289-7981
Rio School District	RSD - Rio Real Elem. Sch. Alterations to Admin/MP Bldg. Kitchen	03-114443	2013	Charlie Fichtner	(805) 485-3111
Los Angeles Unified School Dist.	LAUSD - Crenshaw High Sch. Wellness Comm. Health Clinic	03-114663	2013	Howard Kuttler	(213) 276-2807
Oak Park USD	OPUSD - Brookside Elem. School Modernization Bldg. B/200	03-113415	2013	Martin Klauss	(818) 735-3254
Oak Park USD	OPUSD - Brookside Elem. School Modernization Bldg. A/100	03-113415	2013	Martin Klauss	(818) 735-3254
Las Virgenes Unified School Dist.	LVUSD - A.C. Stelle Middle School-Intumescent Fireproofing	03-104716	2013	Michael Barbera	(818) 802-9510
Las Virgenes Unified School Dist.	LVUSD - Calabasas High School T-Mobile Site	03-111876	2013	Rhonda Bacot	(818) 878-5274
Ventura County Office of Education	VCOE - Phoenix School 36'x40' Portable Classroom	03-115318	2013	Poul Hanson	(805) 381-1943
VCCCD c/o HEERY International, Inc.	VCCCD - Moorpark Coll. Library Renovation	03-115027	2013	Dick Jones	(805) 384-8112
Oak Park USD	OPUSD-Oak Park H.S. Modernization	03-113469	2013	Martin Klauss	(818) 735-3254
Oxnard School District	OSD - Drifill Elementary School - Close Out	03-104256	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD - Curren Elementary School - Close Out	03-103834	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD - Fremont Intermediate School - Close Out	03-104248	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD - Harrington Elementary School - Close Out	03-104139	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD - Lemonwood Elementary School - Close Out	03-104240	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD - McAuliffe Elementary School - Close Out	03-104792	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD - McKinna Elementary School - Close Out	03-103824	2014	Jorge Gutierrez	(805) 385-1514
Ventura County Office of Education	VCOE - Douglas Penfield Sch. Moden Ph. II, Fire Protection Systems	03-114409	2014	Poul Hanson	(805) 381-1943
Glendale Unified School District	GUSD - Theodore Roosevelt Middle Sch. - Bleacher Replacement	03-114674	2014	Alan Reising	(818) 242-0003
Oxnard School District	OSD-Haydock Inter. School Classroom Conversion - PI	03-115303	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Fremont Inter. School Classroom Conversion - PI	03-115297	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Brekke Elem. School Classroom Conversion - PI	03-115300	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Curren Elem. School Classroom Conversion - PI	03-115298	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Kamala Elem. School Classroom Conversion - PI	03-115299	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Chavez Elem. School Classroom Conversion - PI	03-115301	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-McAuliffe Elem. School Classroom Conversion - PI	03-115302	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Ritchen Elem. School Classroom Conversion - PI	03-115304	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Haydock Inter. Sch. Classroom Conversion (CMT)	03-115303	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Fremont Inter. School Classroom Conversion - (CMT)	03-115297	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Brekke Elem. School Classroom Conversion - (CMT)	03-115300	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Curren Elem. School Classroom Conversion - (CMT)	03-115298	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Kamala Elem. School Classroom Conversion - (CMT)	03-115299	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Chavez Elem. School Classroom Conversion - (CMT)	03-115301	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-McAuliffe Elem. School Classroom Conversion - (CMT)	03-115302	2014	Taylor Middlestadt	(805) 253-0370
Oxnard School District	OSD-Ritchen Elem. School Classroom Conversion - (CMT)	03-115304	2014	Taylor Middlestadt	(805) 253-0370
Simi Valley Unified School District	SVUSD-White Oak Elem. School Modernization	03-114918	2014	Tony Joseph	(805) 306-4500
Oxnard School District	OSD-Sierra Linda Elem. School Modernization - Close Out	03-104347	2014	Jorge Gutierrez	(805) 385-1514
Simi Valley Unified School District	SVUSD-Madera Elem. Building 1 Seismic Retrofit	03-114731	2014	Tony Joseph	(805) 306-4500
Simi Valley Unified School District	SVUSD-Crestview Elem. Building 1 Seismic Retrofit	03-114730	2014	Tony Joseph	(805) 306-4500
Simi Valley Unified School District	SVUSD - Sycamore Elem. Building Seismic Retrofit	03-114732	2014	Tony Joseph	(805) 306-4500
Simi Valley Unified School District	SVUSD - Big Springs Elem. School 3 Portable Bldgs.	03-115654	2014	Pedro Avila	(805) 306-4500
Simi Valley Unified School District	SVUSD-Sinaloa Middle Sch. 4 Portable Bldgs.	03-115714	2014	Pedro Avila	(805) 306-4500
Rio School District	Rio School District - Rio Elem. Relocation of 1 Multi Purpose Portable	03-115757	2014	Charlie Fichtner	(805) 983-1329
Rio School District	Rio School District - Rio Real Elem. Relocation of 1 Classroom Bldg.	03-115685	2014	Charlie Fichtner	(805) 983-1329
Rio School District	Rio School District - Rio Vista Middle School Relocation of 2 Bldgs.	03-115684	2014	Charlie Fichtner	(805) 983-1329
Simi Valley Unified School District	SVUSD - Royal High School - Four Portable Buildings	03-115617	2014	Pedro Avila	(805) 306-4500
Pleasant Valley School District	PVSD-Santa Rosa Tech Magnet Sch. Relocation 1 Modular Bldg.	03-115614	2014	Chris Johnston	(805) 445-8783
Pleasant Valley School District	PVSD - Rancho Rosal Elem. School 2 Relocatable Classroom Bldgs.	03-115615	2014	Chris Johnston	(805) 445-8783
Ventura Unified School District	VUSD - Will Rogers E. Sch. Relocatables & Site Improvements	03-115632	2014	Terri Allison	(805) 289-7981
Oak Park USD	OPUSD - Oak Park High School 7 Relocatable Modular Buildings	03-115698	2014	Martin Klauss	(818) 735-3254
Las Virgenes Unified School Dist.	LVUSD-Lindero Canyon M. Sch. Relocation of 2 Portable Bldgs.	03-115680	2014	Rhonda Bacot	(818) 878-5274
Oxnard School District	OSD-Chavez Elem. 3 Lunch Shelters (In-Plant)	03-115683	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD-Curren Elem. 3 Lunch Shelters (In-Plant)	03-115696	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD-Kamala Elem. 3 Lunch Shelters (In-Plant)	03-115695	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD-Sierra Linda Shade Structure (In-Plant)	03-115682	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD-Chavez Elem. 3 Lunch Shelters - CMT	03-115683	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD-Curren Elem. 3 Lunch Shelters - CMT	03-115696	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD-Kamala Elem. 3 Lunch Shelters - CMT	03-115695	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD-Sierra Linda Shade Structure - CMT	03-115682	2014	Jorge Gutierrez	(805) 385-1514
Santa Paula Unified School District	SPUSD - Glenn City Elem. School Lunch Shelter	03-100061	2014	Douglas Henning	(805) 861-8353
Oxnard School District	OSD-Emilie Ritche Elem. Sch. Site Improvements	03-115670	2014	Jorge Gutierrez	(805) 385-1514
Oxnard School District	OSD-Sierra Linda Elem. Sch. Site Improvements	03-115672	2014	Jorge Gutierrez	(805) 385-1514
VCCCD c/o HEERY International, Inc.	VCCCD - Oxnard College Community/Student Services	03-103631	2014	Diane Stephens	(805) 384-8119
Oxnard School District	OSD - Drifill Elem (18) Interim Classroom Bldgs. & (2) Interim Admin. B	03-113290	2014	Jorge Gutierrez	(805) 486-5745
Glendale Unified School District	GUSD - Network Operations Center	03-115443	2014	Tony Barrios	(818) 507-0201
Oak Park USD	OPUSD - Oak Park H. S. Solar Photovoltaic Project	03-115823	2014	Martin Klauss	(818) 735-3254
Oak Park USD	OPUSD-Red Oak Elementary School - Ball Wall	03-115812	2014	Martin Klauss	(818) 735-3254
Simi Valley Unified School District	SVUSD - Mountain View Elem. School Modernization	03-114662	2015	Tony Joseph	(805) 306-4500
Glendale Unified School District	GUSD - Thomas Jefferson Elem. School Relocatable	03-115930	2015	Tony Barrios	(818) 507-0201
Briggs School District	Briggs School District - Olivlands Elem. School (2) Portables - CMT	03-116027	2015	Deborah Cuevas	(805) 525-7540

CLIENT NAME	JOB NAME	DSA NO.	R	CONTACT	PHONE NO.
Briggs School District	Briggs Sch. Dist.-Olivlands Elem. Sch. (2) Portables - CMT	03-116027	2015	Deborah Cuevas	(805) 525-7540
VCCCD c/o HEERY International, Inc.	VCCCD - Oxnard College LRC & Seismic Upgrade	03-115037	2015	Dick Jones	(805) 384-8112
VCCCD c/o HEERY International, Inc.	VCCCD - Ventura College Studio Arts Bldg. Upgrade	03-114510	2015	Richard Magill	(805) 289-6080
Oxnard School District	OSD - Chavez Elem. School Modernization - Close Out	03-103921	2015	Jorge Gutierrez	(805) 385-10501
Sulphur Springs School District	SSSD - Valley View ES Modernization & New Addition	03-115283	2015	Lynn David	(661) 252-5131
Saugus Union School District	SUSD - Helmers Elem. School HVAC, Roofing & Fire Alarm Replac.	03-115934	2015	Magdy Abdalla	(661) 294-5300
Saugus Union School District	SUSD - Helmers Elem. School - Kalwall Skylight Panels	03-115934	2015	Magdy Abdalla	(661) 294-5300
Rio School District	RSD - Rio Lindo ES 2015 Portable Classrooms	03-116298	2015	Kristen Pifko	(805) 983-1329
Ocean View School District	Ocean View Jr. High School Site Improvements	03-115881	2015	Greg Bridges	(805) 986-6782
Ventura Co. Office of Education	VCOE - Phoenix School 2 Relocatables	03-116244	2015	Poul Hanson	(805) 383-1943
Ventura Co. Office of Education	VCOE-Atlas School 3 Relocatables (Penfield School)	03-116222	2015	Poul Hanson	(805) 383-1943
Ventura Co. Office of Education	VCOE-Los Nogales School 1 Relocatable Classroom	03-116221	2015	Poul Hanson	(805) 383-1943
Simi Valley Unified School District	SVUSD - Vista Fundamental School 4 Relocatable Classroom Bldgs.	03-116261	2015	Pedro Avila	(805) 306-4628
Oak Park USD	OPUSD-Red Oak Elem. - Proposed Shade Structure Imp.	03-116395	2015	Martin Klaus	(818) 735-3254
Oak Park USD	OPUSD-Oak Hills Elem. Sch. - Proposed Shade Structure Imp.	03-116390	2015	Martin Klaus	(818) 735-3254
Oak Park USD	OPUSD - Brookside Elem. Sch. - Proposed Shade Structure Imp.	03-116375	2015	Martin Klaus	(818) 735-3254
Ventura Unified School District	VUSD - El Camino High School (4) Shade Structures	03-116359	2015	Terri Allison	(805) 289-7981
Oxnard School District c/o Caldwell Flor	OSD - Ritche Elem. School - CCD #1 CMT	03-115304	2015	Greg Grant	(805) 241-5587
Oxnard School District c/o Caldwell Flor	OSD - Ritche Elem. School Classroom Conversion-CCD #1 P.I	03-115304	2015	Greg Grant	(805) 241-5587
Santa Paula Unified School District	SPUSD-Glen City Elem. Sch. Alteration to Lib. & 2 Classroom Modern.	03-116166	2015	Douglas Henning	(805) 861-8353
Saugus Union School District	SUSD - Bridgeport Elem. Sch. Kindergarten Site Design	03-115865	2015	Magdy Abdalla	(661) 294-5300
Glendale Unified School District	GUSD - Monte Vista Elem. School 2015 Relocatable	03-116286	2015	Tony Barrios	(818) 507-0201
Glendale Unified School District	GUSD-Crescenta Valley High School Interim Housing-8 Modulares	03-115889	2015	Tony Barrios	(818) 507-0201
Oak Park USD	OPUSD-Oak Hills Elem. Sch. - Relocatable Classrooms	to follow	2015	Martin Klaus	(818) 735-3254
Las Virgenes Unified School Dist.	LVUSD-Mariposa School of Global Ed. Shade Structure	03-116550	2015	Rhonda Bacot	(818) 878-5274
Las Virgenes Unified School Dist.	LVUSD - Calabasas High School Light Pole	03-115927	2015	Rhonda Bacot	(818) 878-5274
Oak Park USD	Oak Park Independent School	03-115876	2015	Martin Klaus	(818) 735-3254
Santa Paula Unified School District	SPUSD - Isbell Middle School 3 Reloc. Classroom Bldgs.	03-116473	2015	Doug Henning	(805) 933-8800
Glendale Unified School District	GUSD - Crescenta Valley H.S. - Bldg. 2000 Science Modernization	03-115497	2015	Tony Barrios	(818) 507-0201
Conejo Valley Unified School District	CVUSD-Sycamore Canyon Sch. Locker Room, Bldg. D-Grounding Test	03-107303	2015	David Fateh	(805) 497-9511
Rio School District	RSD - Rio Real ES PC Ramps & Site Work	03-116581	2015	Charlie Fichtner	(805) 983-1329
Glendale Unified School District	GUSD - Thomas Jefferson E.S Retaining Wall Replacement	03-116174	2015	Tony Barrios	(818) 507-0201
Colombo Construction	SUSD - Bridgeport Elementary School Phase 1	03-101877	2016	Louis Varga	(661) 316-0130
Oxnard School District	OSD - Curren Elem. School P2P	03-107199	2016	Larry Cross	(805) 385-1514
Oak Park USD	OPUSD - Oak Park High School South Bleachers	03-62238	2016	Martin Klaus	(818) 735-3254
Santa Paula Unified School District	SPUSD-Bedell Elem. School Shade Structure	03-116647	2016	Douglas Henning	(805) 861-8353
Glendale Unified School District	GUSD-Hoover High School HVAC Alteration-Prop 39	03-116253	2016	Tony Barrios	(818) 507-0201
Rio School District	RSD - Rio Plaza E.S Marquee Sign	03-116743	2016	Kristen Pifko	(805) 983-1329
Rio School District	RSD - Rio Real E.S Marquee Sign	03-116744	2016	Kristen Pifko	(805) 983-1329
Rio School District	RSD - Rio Rosales E.S Marquee Sign	03-116745	2016	Kristen Pifko	(805) 983-1329
Rio School District	RSD - Rio Vista M.S Marquee Sign	03-116742	2016	Kristen Pifko	(805) 983-1329
Santa Paula Unified School District	SPUSD - Webster Elem. School Shade Structure	03-116649	2016	Douglas Henning	(805) 861-8353
LAUSD North Region	LAUSD - Michelle Obama Elem. School-Shade Structure	03-116749	2016	Matthew Picnic	(818) 825-1628
Oxnard School District c/o Caldwell Flor	OSD - Lemonwood Elementary School K-8 Reconstruction	03-116026	2016	Ed Westland	(323) 543-8312
Oxnard School District c/o Caldwell Flor	OSD - Lemonwood Elementary School K-8 Reconstruction - CMT	03-116026	2016	Ed Westland	(323) 543-8312
Glendale Unified School District	GUSD-John Muir Elem. School Classroom Building	03-114338	2016	Tony Barrios	(818) 507-0201
Glendale Unified School District	GUSD-Thomas Jefferson E.S ORG Classroom Building	03-114361	2016	Tony Barrios	(818) 507-0201
Oxnard School District	OSD - Emilie Ritche Elem. School HVAC Chiller Plant Project	03-116103	2016	Pavan Bhatia	(805) 385-1514
Oxnard School District	OSD - Emilie Ritche Elem. School HVAC Chiller Plant Project (CMT)	03-116103	2016	Pavan Bhatia	(805) 385-1514
Simi Valley Unified School District	SVUSD - Township E.S Kindergarten Bldg. Foundation Repair	03-116202	2016	Susan Stevenson	(805) 306-4500
Conejo Valley Unified School District	CVUSD - Redwood M.S HVAC Replacement Bldgs. 6, 7 & 8	03-116739	2016	Tim McCabe	(805) 497-9511
LAUSD North Region	LAUSD - Jordan High School Stadium Replacement Project	03-116170	2016	Oscar Flores	(213) 393-0425
Ventura County Office of Education	VCOE - Douglas Penfield Sch. Modern. Alterations to 1-Spec Ed. Bldg.	03-114409	2016	Poul Hanson	(805) 381-1943
Ventura County Office of Education	VCOE - Phoenix Academy Modernization	03-114408	2016	Poul Hanson	(805) 381-1943
Ventura Unified School District	VUSD - Elmhurst Elem. School Shade Structure	03-116889	2016	Terri Allison	(805) 289-7981
Ventura Unified School District	VUSD - Poinsettia Elem. School Shade Structure	03-116890	2016	Terri Allison	(805) 289-7981
Las Virgenes Unified School Dist.	LVUSD - Calabasas H.S Bleacher Replacement	03-116615	2016	Rhonda Bacot	(818) 857-9735
Las Virgenes Unified School Dist.	LVUSD - Lindero Canyon Middle School - Bleacher Replacement	03-116616	2016	Rhonda Bacot	(818) 857-9735
Las Virgenes Unified School Dist.	LVUSD - A.E Wright Middle School Gym Bleacher Replacement	03-116617	2016	Rhonda Bacot	(818) 857-9735
Ventura Unified School District	VUSD - Mound Elem. School New Modular Classroom Building	03-116614	2016	Terri Allison	(805) 289-7981
Ventura Unified School District	VUSD - Pierpont Elem. School Modular Classroom Building	03-116638	2016	Terri Allison	(805) 289-7981
Saugus Union School District	SUSD - West Creek Academy Interim Housing	03-117039	2016	Magdy Abdalla	(661) 294-5300
Ventura Unified School District	VUSD - Will Rogers E.S Modular & Site Improvements	03-117056	2016	Terri Allison	(805) 289-7981
Ventura Unified School District	VUSD - Ventura Charter School Portables & Site Improvements	03-117059	2016	Terri Allison	(805) 289-7981
Simi Valley Unified School District	SVUSD - Vista Fundamental School - New Admin. Bldg.	03-116599	2016	Tony Joseph	(805) 306-4500
Los Angeles Unified School Dist.	LAUSD - Belvedere Middle School (3) New Concrete Ramps	03-116833	2016	Mohamed Sultan	(213) 798-0787
Oak Park USD	OPUSD - Oak Park High School Gym Bleacher Replacement	03-115759	2016	Julie Suarez	(818) 735-3210
Simi Valley Unified School District	SVUSD - Royal H.S HVAC Replacement Bldgs.	03-116702	2016	Pedro Avila	(805) 306-4628
Build LACCD	LACCD-LA Southwest College Transportation Accessibility Imp. Ph. 1	03-115744	2016	Gustavo Ibarra	(323) 312-5295
Build LACCD	LACCD-LA Southwest College ADA Barrier Removal	03-117033	2016	Gustavo Ibarra	(323) 312-5295
Glendale Unified School District	GUSD - Thomas Jefferson E.S Interim Housing	03-117004	2016	Jeff Bohn	(818) 507-0201
Ventura County Office of Education	VCOE - James Foster M.S Relocation of 1- Office Building	03-117314	2016	Poul Hanson	(805) 381-1943
Las Virgenes Unified School Dist.	LVUSD - Bay Laurel E.S #8 Bldgs. D & E, Portion II	03-53327	2016	Rhonda Bacot	(818) 878-5274
MATES Charter School	MATES Charter School - Relocation of 1 Portable	03-117003	2016	Brenda Olshever	(805) 495-7037
Oak Park USD	OPUSD - Brookside E.S Shade Structures	03-117290	2016	Martin Klaus	(818) 735-3216
Oak Park USD	OPUSD - Oak Hills E.S Shade Structure	03-117288	2016	Martin Klaus	(818) 735-3216
Oak Park USD	OPUSD - Red Oak E.S Shade Structures	03-117289	2016	Martin Klaus	(818) 735-3216
LAUSD North Region	LAUSD - Erwin E.S Group 2 Barrier Removal	03-117090	2016	Baris Avsar	(310) 795-2717
Oxnard School District c/o Caldwell Flor	OSD - Harrington ES Campus Fence - CMT	03-117207	2016	Greg Grant	(805) 2341-5587
Oxnard School District c/o Caldwell Flor	OSD - Harrington ES Campus Fence - P.I	03-117207	2016	Greg Grant	(805) 2341-5587
Boys & Girls Clubs of Greater Conejo Vi	Colina Middle School Boys & Girls Club, CCDs # 14	03-109075	2016	Mark Elswick	(818) 709-0905
LAUSD North Region	LAUSD - Marquez Charter E.S New Accessible Ramp & Stairs	03-116853	2016	Arash Pia	(818) 264-5930
LAUSD North Region	LAUSD - Coldwater Canyon ES Interim Housing for HVAC Project	03-117233	2016	Anthony Gennaro	-
LAUSD North Region	LAUSD - Ramona ES Barrier Removal - New Concrete Ramp	03-117408	2016	Paul Gomes	(310) 483-3682
VCCCD c/o Moorpark College	VCCCD-Moorpark College HSS Bldg. HVAC Equip Renovation	03-117049	2016	John Sinutok	(805) 378-1454
Ventura County Office of Education	VCOE - Camarillo Special Education School	03-114516	2016	Poul Hanson	(805) 383-1943
Briggs School District	Olivlands Elem. Sch. New Shade Structure	03-117262	2016	Leticia Olmos	(805) 525-7540
LAUSD North Region	LAUSD - Audubon M.S Bleachers, Lighting, Track/Lunch Shelter Repair	03-113849	2016	Xavier Lujan	-
LAUSD North Region	LAUSD-Emelita Academy Charter ES Arcade Repair	03-116969	2017	Baris Avsar	(310) 795-2717



PROJECT TEAM & RESUMES



PROPOSAL FOR GEOTECHNICAL STUDY FOR OXNARD SCHOOL DISTRICT
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OUR PROJECT TEAM

Key Personnel: Our experienced project team is presented in our Project Organization Chart, followed by a Matrix summarizing our staff qualifications and resumes of key staff members. Synopses of our proposed Program Manager, Engineering Manager, and Senior Geotechnical Engineer are provided below with resumes for key staff following.

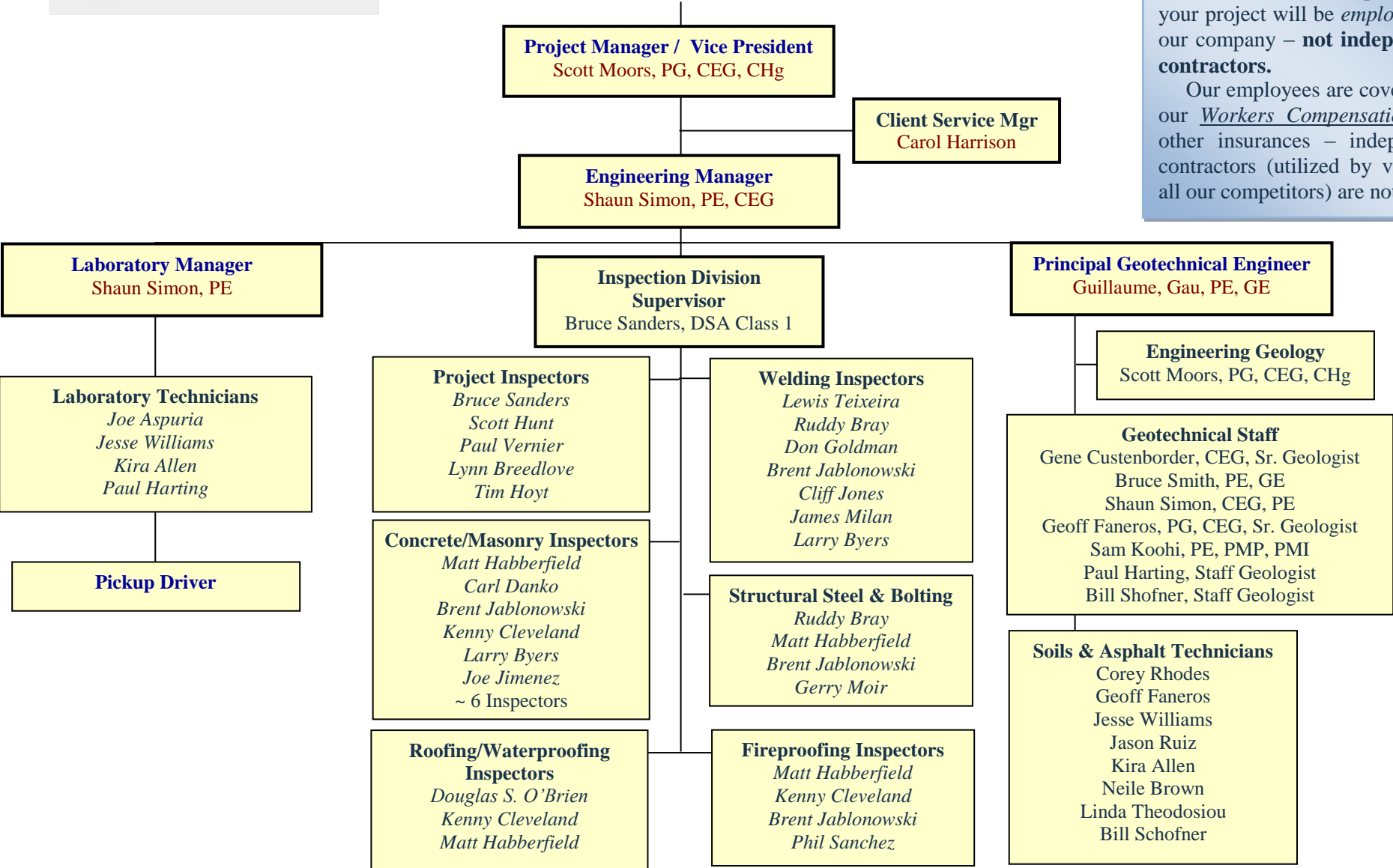
- **Scott Moors**, PG, CEG, CHg, is NV5's **Vice President** and will be the **Program Manager** for OSD's Geotechnical Contract. Mr. Moors is an experienced expert in geotechnical consulting, pavement engineering, concrete materials, construction inspection and testing, and asphalt pavements with over 25-years' experience in California. Mr. Moors has been the Project Manager for dozens of similar geotechnical consulting contracts, including approximately 100 geotechnical and materials testing projects for OSD.
- **Shaun Simon**, PE, CEG is our **Engineering Manager** with over 15 years of directly-related professional experience. Shaun provides management and technical support on geotechnical and materials engineering projects and oversees our testing laboratory. Shaun has managed dozens of geotechnical studies and scores of geotechnical testing projects.
- **Bruce Smith**, PE, GE is our **Senior Geotechnical Engineer** with over 35 years of directly-related professional experience. Bruce has both the practical wisdom and local expertise to effectively serve OSD's geotechnical needs.
- **Professional Staff:** NV5 has a complete local staff of certified engineering geologists (3), geotechnical engineers (2), civil engineers (3), and certified hydrogeologists (1) to meet any District need, combined with our expansive nationwide staff of almost 2,000 professionals providing unparalleled professional resources for the OSD.
- **Technicians:** NV5 has a large staff of highly-experienced, certified field and laboratory technicians. Our technicians are Caltrans, ACI, and/or NICET certified providing assurance that your Federally-funded projects will meet audit requirements.
- **Special Inspectors:** In addition to our management and professional staff, NV5 presents a large staff of special inspectors, licensed by DSA, ICC, AWS, and ASNT in concrete, masonry, shotcrete, welding, bolting, fireproofing, non-destructive testing & other disciplines.

SUBCONTRACTING

NV5 is fully staffed, qualified, equipped, and certified to perform virtually all anticipated geotechnical and testing services. We will subcontract subsurface drilling or CPT services using subcontractors determined by the project-specific requirements and subcontractor's capabilities and schedule availability. We do not anticipate subcontracting any professional services.



CLIENT NOTE
 All NV5 staff deployed to your project will be *employees* of our company – **not independent contractors**.
 Our employees are covered by our *Workers Compensation* and other insurances – independent contractors (utilized by virtually all our competitors) are not.



The Best Team to Achieve Your Goals!

NV5 - Ventura ORGANIZATION CHART



Summary of Key Personnel and Services Matrix

Key Personnel	Position	Qualifications															
		Years Experience	CalTrans Certified	Welding (AWS, *ICC)	Structural Steel & Bolting	Fire Proofing	Non-Destruct. Testing	Reinforced Concrete	Prestressed Concrete	Shotcrete (*DSA)	Post-Installed Anchors	Masonry (*DSA)	Roofing/Waterproofing	ACI Concrete Tech	Concrete Batch Plant	Asphalt Laydown	Asphalt Batch Plant
Professional / Management Staff																	
Scott Moors, CEG, CHG	Principal In Charge	25															
Shaun Simon, PE, CEG	Engineering Manager	15															
Guillaume, Gau, PE, GE	Geotechnical Engineer	16															
Bruce Smith, PE, GE	Geotechnical Engineer	35															
Geoff Faneros, PG, CEG	Engineering Geologist	20	X												X	X	X
G.Custenborder, PG, CEG	Engineering Geologist	35															
Sam Koohi, PE, PMP, PMI	Geotechnical Engineer	10															
Bruce Sanders	Inspection Supervisor	35															
Public Works Inspectors																	
Art Bustillos	Inspector	20+															
Vic Aspuria	Inspector	20+	X														
Jon Everett, PE, GE	Inspector	30															
Matt Habberfield	Inspector	16	X	X	X	X	X	X	X	X*	X	X	X	X	X	X	X
Jesse Williams	Inspector	3	X									X	X	X	X	X	
Soils / Asphalt																	
Corey R.	Technician	16	X									X	X	X	X	X	
Jesse W.	Technician	8	X				X					X	X	X	X	X	
Jason R.	Technician	10	X									X		X	X	X	
Matt H.	Inspector	16	X	X	X	X	X	X	X	X*	X	X	X	X	X	X	
Kira A.	Technician	3	X									X	X	X	X	X	
Kenny C.	Inspector	29	X		X	X			X		X	X		X		X	
Vic A.	Technician	30	X											X	X		
Jose A.	Technician	14	X						X			X	X				
Geoffrey F., PG, CEG	Technician	20	X											X	X	X	
Bill S.	Technician	20												X		X	



Summary of Key Personnel and Services Matrix

Key Personnel	Position	Years Experience	CalTrans Certified	Qualifications														
				Welding (AWS, *ICC)	Structural Steel & Bolting	Fire Proofing	Non-Destruct. Testing	Reinforced Concrete	Prestressed Concrete	Shotcrete (*DSA)	Post-Installed Anchors	Masonry (*DSA)	Roofing/Waterproofing	ACI Concrete Tech	Concrete Batch Plant	Asphalt Laydown	Asphalt Batch Plant	Soils
Structural Steel																		
Lewis T.	Inspector	10		X														
Brent J.	Inspector	11		X*	X	X		X	X	X	X	X		X	X			
Phillip S.	Inspector	5		X		X		X			X			X				
Jonathan G.	Inspector	32		X				X	X	X	X	X*						
Cliff J.	Inspector	30		X			X											
Ruddy B.	Inspector	27		X	X						X	X						
Larry B.	Inspector	13		X			X				X	X		X				
James M.	Inspector	25		X							X							
Spray-Applied Fireproofing																		
Kenny C.	Inspector	29	X			X		X			X		X	X		X		X
Matt H.	Inspector	16	X		X	X		X	X	X	X	X*	X	X	X	X	X	X
Todd S.	Inspector	18				X		X	X	X	X	X		X	X			
Brent J.	Inspector	11		X*	X	X		X	X	X	X	X		X	X			
Phillip S.	Inspector	5		X*		X		X			X			X				
Concrete																		
Joe A.	Technician	14	X											X	X			
Kenny C.	Inspector	29	X			X		X			X		X	X	X	X		X
Carl D.	Inspector	30						X	X	X	X	X		X	X			
Chet Smith	Inspector	4						X			X			X				
Jonathan G.	Inspector	32		X*				X	X	X	X	X*						
Brent J.	Inspector	11		X*	X	X		X	X	X	X	X		X	X			
Matt H.	Inspector	16	X		X	X		X	X	X	X	X*	X	X	X	X	X	X
Jaime J.	Inspector	6						X	X			X		X				
Jesse W.	Technician	8	X					X						X	X	X	X	X
Larry B.	Inspector	13		X				X			X	X		X				
Phillip S.	Inspector	5		X*		X		X			X			X				



Summary of Key Personnel and Services Matrix

Key Personnel	Position	Qualifications																
		Years Experience	CalTrans Certified	Welding (AWS, *ICC)	Structural Steel & Bolting	Fire Proofing	Non-Destruct. Testing	Reinforced Concrete	Prestressed Concrete	Shotcrete (* DSA)	Post-Installed Anchors	Masonry (* DSA)	Roofing/Waterproofing	ACI Concrete Tech	Concrete Batch Plant	Asphalt Laydown	Asphalt Batch Plant	Soils
Masonry																		
Carl D.	Inspector	30					X	X	X	X	X		X	X				
Matt H.	Inspector	16	X	X	X		X	X	X	X	X*	X	X	X	X	X	X	X
Brent J.	Inspector	11		X*	X	X		X	X	X	X		X	X				
Larry B.	Inspector	13		X			X			X	X		X					
Jaime J.	Inspector	6					X	X			X		X					
Ruddy B.	Inspector	27		X	X					X	X							
Jonathan G.	Inspector	32		X*			X	X	X	X	X							
Roofing/Waterproofing																		
Douglas O.	Inspector	22										X						
Kenny C.	Inspector	29	X		X		X			X		X	X	X	X	X		X
Matt H.	Inspector	16	X	X	X		X	X	X	X	X*	X	X	X	X	X	X	X



D. Scott Moors, PG, CEG, CHg

<p>Vice President – NV5 West, Inc.</p> <p>Principal Geologist</p> <p>Professional Registration:</p> <p>Registered Geologist, CA. # 6100</p> <p>Certified Engineering Geologist #1901</p> <p>Certified Hydrogeologist # 607</p> <p>Education:</p> <p>B.S., Geological Sciences – University of California Santa Barbara, CA</p>	<p>As Vice President of NV5 West, Mr. Moors has overseen geotechnical investigations, construction inspection, and materials testing for thousands of school, hospital, highway, bridge, dam, and all types of building and infrastructure projects in the greater Los Angeles area. Mr. Moors' broad expertise covers geotechnical engineering, engineering geology, hydrogeology/groundwater, construction materials engineering and testing, pavement engineering, environmental consulting, municipal 3rd-party review (for > 12 cities), and expert witness/forensics. His geotechnical project experience includes landslide/stability studies, fault hazard studies, foundation investigations, and seismicity studies for DSA school and OSHPD hospital projects, DOSD dam evaluations, FEMA levee certifications, transportation and bridge infrastructure improvements for Caltrans and dozens of local agencies, and hundreds of geotechnical studies for diverse projects and clients. Mr. Moors currently serves as Principal-in-Charge of NV5's On-Call Construction Materials Testing contract with LAUSD and NV5's Project Inspector Contract with LACCD.</p>
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Project Experience:

Geotechnical Studies & Geotechnical Construction Testing – Glendale USD, Various School Sites, Glendale, CA: Principal-In-Charge of 18 geotechnical studies and geotechnical construction observation projects for various school sites. Geotechnical studies include replacement of distressed retaining wall at Jefferson E.S., revised construction recommendations for Jefferson E.S. new classroom, new shade structures at Glen Oaks Elementary, evaluation of distress at Hoover High School, and evaluation of distress at Crescenta Valley H.S.

Geotechnical Studies – South Pasadena High School New Science Classrooms – Phases I & II, SPUSD – South Pasadena, CA: Principal In Charge and Principal Engineering Geologist for geotechnical studies for Phases I and II of the new Science Classrooms at SPHS. Geotechnical exploration phase mobilized track-mounted, limited access drill rig due to restricted site access from existing structures. Geotechnical report described geotechnical site conditions and provided foundation recommendations for the proposed new structures. Geotechnical report was approved by DSA without comment.

Geotechnical Studies & Geotechnical Construction Testing – Las Virgenes Unified School District, Calabasas, CA: Performed Geotechnical Studies and Geotechnical Testing on numerous projects for LVUSD ranging from new E.S. campus to over a dozen new building, addition, and renovation projects. Recently completed Geotechnical Study for new classroom buildings at Lupin Hills E.S. for a project comprising four new building areas totaling 22,300 ft².



M. Bruce Smith, PE, GE

Geotechnical Engineer

B.S. Civil Engineering, 1979,
University of Illinois, Urbana, Illinois

Registered Geotechnical Engineer,
California # 2673

Registered Civil Engineer,
California # 66238

Qualified SWPPP Developer (QSD)
And Practitioner (QSP) #21578

Bruce Smith is the Geotechnical Engineer for NV5 West. He is in responsible charge of all geotechnical engineering work and provides engineering management and technical oversight of all geotechnical services, including DSA and OSHPD projects.

Mr. Smith has more than 35 years of experience with extensive geotechnical and construction testing and additional background in civil and structural engineering. His experience includes subsurface exploration and geotechnical evaluation, design, and testing for school, hospital, public works, commercial, industrial, and residential projects. Geotechnical design includes development of recommendations for site preparation, building foundations, retaining walls, slope stability, retention structures, soil stabilization / reinforcement, pavements for parking lot and roadway, and various types of engineering forensic investigations.

Project Experience

School Experience

Division of the State Architect

Representative Geotechnical School Project Experience:

- SVUSD Vista Fundamental School – New Admin. Bldg.
- SVUSD Adult School & Career Institute Campus Expansion
- SVUSD Apollo High School Addition
- SVUSD Transportation Yard Concrete Repairs
- Oxnard School District – San Miguel School – Geotechnical Study for new classrooms
- Glendale Unified School District Jefferson E.S. ORG – New Classroom Building
- Ventura Unified School District Charter School – New Classroom Building
- Ventura County Office of Education – Special Education – New Classroom Building
- Sulphur Springs School District Valley View School – New Classroom Buildings
- Emblem Elementary School Two-Story Classroom Building and Kindergarten Addition
- Mar Vista Elementary School Site Improvements for Modular Buildings
- Sequoia Middle School Boys & Girls Club
- Fremont Interim School Site Improvements for Modular Buildings
- Haydock Interim School Site Improvements for Modular Buildings
- Tierra Vista Elementary School Site Improvements for Modular Buildings
- Roosevelt Middle School Increment 1 Site Work
- Sinaloa Middle School Modernization
- Hillside Middle School Modernization
- Roosevelt Middle School Athletic Field Improvements



Shaun B. Simon, PE, PG, CEG

<p>Engineering Manager Professional Registration: Registered Civil Engineer, CA # 82610 Certified Engineering Geologist, CA # 2461 Professional Geologist, CA # 8051 Qualified WSPPP Developer / Practitioner, CASQA # 22579 Education: B.S., Civil Engineering – Cal State University Northridge B.S., Geological Sciences – UC Santa Barbara</p>	<p>As Engineering Manager at NV5, Mr. Simon has managed geotechnical investigations, construction inspections, and materials testing of school, hospital, public works, bridge, highway, and dam projects. He oversees the construction quality assurance laboratory testing department in Ventura and provides geotechnical services for projects in California, including recent geotechnical studies for various school districts across Los Angeles and Ventura counties. He also provides field engineering services and laboratory supervision for the testing and inspection for concrete, structural steel, masonry, aggregates, soils, asphalt, and civil construction. Mr. Simon’s experience includes engineering geologic characterization and geotechnical design and construction of diverse types of projects across California for schools, public works, commercial, industrial, residential projects, including landslide/stability studies, liquefaction/seismic settlement hazards, fault hazard ground rupture studies, collapsible soils, expansive soils, building distress investigations, foundation investigations, and FEMA levee certifications.</p>
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Project Experience:

Geotechnical Construction Testing – Simi Valley Unified District, Various School Sites, Simi Valley, CA: Supervision of all testing and inspection of construction materials and special inspection including soils, asphalt, steel, concrete, and masonry improvements for various school projects including: Vista Fundamental, Township Elementary School, Hillside Middle School, Royal High School, Mountain View Elementary School, Santa Susana Elementary School, Sinaloa Middle School, Sycamore Elementary School, Madera Elementary School, and White Oak Elementary School.

Geotechnical Studies & Geotechnical Construction Testing – Glendale USD, Various School Sites, Glendale, CA: Supervision of all testing and inspection of construction materials and special inspection for various school projects. Several projects include geotechnical services during rough grading and foundation improvements for new multi-story steel structures, including a new structure at Muir E.S., a geotechnical study for a distressed retaining wall at Jefferson E.S., and revised construction-phase geotechnical recommendation alternatives for slot-cutting and shoring to resolve issues with offsite structures following our joining of the project team for the Jefferson E.S. ORG Project.

Geotechnical Studies & Geotechnical Construction Testing – Sulphur Springs School District – Valley View E.S. Modernization and New Addition Project, Santa Clarita, CA: Project Manager overseeing geotechnical services during rough grading and foundation improvements for a new classroom building, additions to existing buildings, associated site improvements; and supplemental geotechnical study for the Multi-Purpose Room building addition. Supervision of all testing and inspection of construction materials and special inspection including soils, steel, concrete, and masonry improvements.



Geoffrey Faneros, PG, CEG

<p>Engineering Geologist</p> <p>Professional Registration:</p> <p>Professional Geologist, CA. No. 8256</p> <p>Certified Engineering Geologist 2512</p> <p>Caltrans Certifications:</p> <p>CT125, 231, 375</p> <p>Education:</p> <p>M.S., Geology – SDSU, CA 2005</p> <p>B.S., Geology – Cal State U. Sacramento 1997</p>	<p>Mr. Faneros has a strong background in performing geotechnical investigations and geotechnical construction testing, field data acquisition and interpretation, geotechnical exploration, site characterizations, geologic hazards, geologic mapping, geomorphology, and tectonics stemming from career and academic experience. In addition, Mr. Faneros has in-depth knowledge of GIS, remote sensing, and geophysical data processing and interpretation software. He has extensive experience with Chesapeake Technology's SonarWiz5, Isis Sonar, IVS 3D Fledermaus 7.x software packages, and IHS KINGDOM 8.x 2D/3D Pak seismic data analysis software along with experience with associated software modules. He also has experience with Global Mapper v15, Microsoft Office software, AutoCAD, and Corel and Adobe graphic software.</p>
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Project Experience:

Geotechnical Studies & Geotechnical Construction Testing – Glendale USD, Various School Sites, Glendale, CA: Performed geotechnical services during rough grading, utilities installation, and foundation improvements for new classroom buildings, and associated site improvements. In addition he performed testing and inspection of construction materials including soils and aggregate base.

Sulphur Springs School District – Valley View E.S. Modernization and New Addition Project, Santa Clarita, CA: Performed geotechnical services during rough grading and foundation improvements for a new classroom building, additions to existing buildings, and associated site improvements. Testing and inspection of construction materials including soils.

Geotechnical Study – South Pasadena High School New Science Classrooms, SPUSD – South Pasadena, CA: Performed field exploration for geotechnical study for the new Science Classrooms at SPHS. Geotechnical exploration phase included mobilizing a track-mounted, limited access drill rig due to restricted site access from existing structures.

Geotechnical Study – Las Virgenes Unified School District, Calabasas, CA: Field geologist during geotechnical exploration for geotechnical study performed for new classroom buildings at Lupin Hills ES for a project comprising four new building areas totaling 22,300 ft².

Geotechnical Studies & Geotechnical Construction Testing – Ventura USD, Various School Sites, Ventura, CA: Performed geotechnical services during rough grading and foundation improvements for new classroom buildings, and associated site improvements for various school sites including Will Rogers E.S. and Charter School, Testing and inspection of construction materials including soils and aggregate base.



COST ESTIMATE / FEE SCHEDULE



PROPOSAL FOR GEOTECHNICAL STUDY FOR OXNARD SCHOOL DISTRICT
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

COST ESTIMATE

NV5 will perform the scope of services described herein for the Lump Sum Fee of Twenty Two Thousand Four Hundred dollars. A breakdown of charges is presented below for information only.

Task	Estimated Schedule (Working Days)	Estimated Cost
Task 1+2: Preparation and Site Reconnaissance	2	\$ 650
Task 3+4: Field Exploration and Laboratory Testing	10	\$ 16,800
Task 5+6: Engineering Analysis and Report Preparation	10	\$ 4,950
TOTAL LUMP SUM FEE	22	\$ 22,400

A current NV5 Fee Schedule follows this section. The cost estimate is based on Prevailing Wage rates.

ASSUMPTIONS AND LIMITATIONS

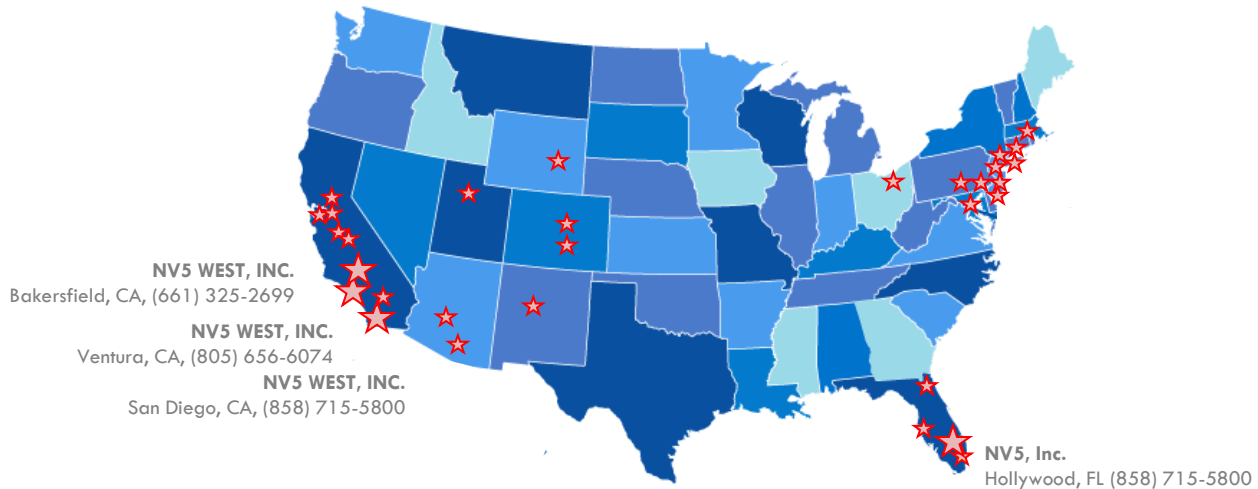
This proposal has been prepared for the exclusive use of the client for the services described herein and is valid for 90 days. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

The proposed scope and corresponding fees represent NV5's view of the optimal and most cost-effective scope of work based upon the anticipated conditions and available information regarding the site. Unforeseen circumstances, such as the discovery of subsurface conditions that complicate the study, may occur and require additional services at an additional cost. Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

- NV5's fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.
- Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-and-materials basis.

- Additional costs resulting from delays in fieldwork due to weather or other factors beyond NV5's control are not included.
- The proposed scope of work is limited to the characterization of the subsurface soils of the proposed site and does not include a detailed study of groundwater conditions, or geologic hazards not listed above. No evaluation for the presence of hazardous materials, radon or methane gas, naturally-occurring asbestos, or mold is included in the scope of work for this project. These items can be provided as a separate scope of work if requested.
- NV5 will not be responsible for the excavation, sampling, handling, identification or disposal of any hazardous materials that may be discovered at the site. In the event such materials are encountered, a separate proposal for environmental services will be prepared if requested.

NV5 Locations



- Geotechnical Consulting
- Construction Inspection
- Construction Materials Testing
- Waterproofing / Roofing Inspections
- Construction Materials Testing
- Specialized Materials Consulting & Testing
- DSA / OSHPD Inspections
- Pavement Testing and Evaluation

For more information, contact our office:

NV5 WEST, INC.
1868 Palma Drive, Suite A
Ventura, CA 93003
(805) 656-6074

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PROPOSAL FOR GEOTECHNICAL STUDY FOR OXNARD SCHOOL DISTRICT
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION



**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 13th 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

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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: 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

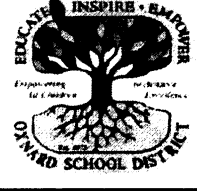
WORK AUTHORIZATION PROCEDURES

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

Project #13-154

	<u>WORK AUTHORIZATION LETTER (WAL)</u>	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<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>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
FOR DISTRICT USE ONLY		
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 #13-154

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)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
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

C. DSA / OSPIID Inspection & Testing	Prevailing Wage / Standard
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.

D. Sample Pickup & Delivery, Mileage	Prevailing Wage	Standard
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

	Prevailing Wage	Standard
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

A. Equipment	Rate
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

Not Project Related

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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.

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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:

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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 #13-154

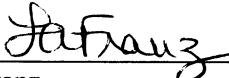
CONFLICT OF INTEREST CHECK

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

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**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: _____

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**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

Not Project Related

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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.

Not Project Related

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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

Not Project Related

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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 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 25th 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

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) 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
619-234-1239 (fax)

cc: Danielle Wooten (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).

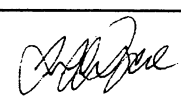
PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 619-234-6848	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER		25674
INSURER B: TRAVELERS IND CO OF CT		25682
INSURER C: HUDSON INS CO		25054
INSURER D:		
INSURER E:		
INSURER F:		

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	GENERAL LIABILITY <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	AUTOMOBILE LIABILITY <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	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.

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – 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: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #4 (“WAL #4”) for Master Agreement #13-126 with MNS Engineers Inc. to perform Survey Services for the McKinna E.S. Reconstruction Project (Morales/Cline/CFW)

On May 15, 2013, the Board approved Agreement#13-126 with MNS Engineers Inc. for the purposes of providing survey services to the Oxnard School District.

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

Master Agreement #13-126
Work Authorization Letter #4
Consultant: **MNS Engineers Inc.**
Date Issued: **04/19/2017**

FISCAL IMPACT

Work Authorization Letter #4 to Agreement #13-126 includes survey services for the McKinna Elementary School Reconstruction Project in the amount of **Thirty-One Thousand Two Hundred Eighty-Five Dollars and No Cents (\$31,285.00)** to be paid out of the Master Construct and Implementation Program funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #4 to Agreement #13-126 with MNS Engineers Inc. to perform survey services for the McKinna E.S. Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Work Authorization Letter #4, MNS Engineers, Inc. (1Page)
- Proposal, MNS Engineers Inc. (5 Pages)
- Master Agreement #13-126, MNS Engineers Inc. (32 Pages)

March 30, 2017

Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S Victoria, Suite 106
Oxnard, CA 93035

RE: Proposal for Professional Services
McKinna Elementary School Reconstruction Project

Dear Ms. Hickle:

MNS Engineers, Inc. is pleased to provide this proposal for our professional land surveying services related to the development of McKinna Elementary School in the City of Oxnard, California. Our experienced surveyors can fully address the project's needs in a timely and cost efficient manner.

The scope and fees are figured on a lump sum basis for this project and are detailed in Exhibit "A". This proposal is prepared from the RFP received from CFW and preliminary research. This proposal is also based on our current rate sheet for office and field as per our attached schedule of fees.

A new title report is required for the 10-acre property APN # 203-0-150-365 known as McKinna Elementary school. The title report will show all existing recorded easements and property transactions. A vesting deed will be provided by CFW or Oxnard school district.

MNS as per the RFP will provide research at the County of Ventura for recorded documentation, boundary analysis, A Record of Survey, aerial topography mapping with 1' contour intervals, Rectified Ortho Photo, supplemental topo locations of adjacent streets/ally's, all above ground utilities, ground penetration radar locations of unidentified underground utilities in the existing school building areas. This will all be compiled on a base map and a PDF and ACAD file will be provided. The base map will be used in the design effort.

MNS has successfully provided multiple similar projects to Oxnard School District and has worked directly with CFW on these projects.

Thank you for considering our firm for this project. We look forward to working with you on another successful project. If you have any questions you may reach me at (805) 648-4840 or ftice@mnsengineers.com.

Sincerely,
MNS ENGINEERS, INC.



Fred Tice, PLS
Principal Surveyor



EXHIBIT A SCOPE OF SERVICES

McKinna Elementary School, Oxnard School District

FIELD SURVEY SERVICES

The field surveying cost estimate has been based on a site visit, assessor's maps, and basic research.

Item 1	<p>Boundary Analysis MNS will provide research at the County of Ventura for recorded documents to be used in the Boundary analysis and Boundary establishment of APN 203-0-150-365, McKinna Elementary School.</p>	\$2,140
Item 2	<p>Field Survey Boundary Retracement MNS will conduct a field survey to retrace the outside perimeter of APN 203-0-150-365, McKinna Elementary School and tie into existing topography mapping.</p>	\$2,850
Item 3	<p>Record of Survey MNS will prepare a Record of Survey and record it with the County of Ventura showing the details of this retracement of APN 203-0-150-365, McKinna Elementary School.</p>	\$4,610
Item 4	<p>Aerial Topographic Mapping MNS will provide aerial topography of the McKinna school site which will include 75' outside of the property boundary. We will provide a 1" =20' scale mapping with 1' contour intervals and 50' grid elevations. This will include setting and controlling 10 aerial targets. We will be using drone technology for our flights and photo work which will increase the accuracy of the topo to less than 0.2'.</p>	\$5,985
Item 5	<p>Supplemental Field Survey MNS will provide supplemental field topo locations of adjacent streets and allies at 25' cross sections. This also includes all above ground utilities, catch basins, fences, power poles, light standards, signage, equipment and walls. All sewer and storm drain manholes will be located including invert elevations and pipe size.</p>	\$3,210



Item 6	<p>Underground Utility Locations</p> <p>MNS will be working with Pacific Coast Locators to provide subsurface utility investigation using an Electro-Magnetic Radio Detection and GSSI Ground Penetrating Radar to locate all conductive and non-conductive underground utilities including: domestic water lines, fire water lines, natural gas lines, electrical lines, telecommunication lines, sewer lines and are and storm drain pipes for the proposed school reconstruction project.</p>	\$8,570
Item 7	<p>Base Mapping</p> <p>Compile the boundary, aerial, supplemental topo and subsurface locations into one file. The deliverable will be PDF files and ACAD files. All of this will be completed within 30 days from the notice to complete.</p>	\$2,830
Item 8	<p>Title Report</p> <p>MNS will request a title report for the McKinna school site at 1611 South J Street, Oxnard, CA 93033 also known as APN 203-0-150-365. This will be passed onto Oxnard school district for their permanent records.</p>	\$1,090
Total Cost Estimate		\$31,285



EXHIBIT A

Assumptions, Exclusions and Understandings

- 1 Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the Superintendent to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without prior authorization from the superintendent.
- 2 Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the superintendent prior to proceeding with such items of work.
- 3 Work may be requested that, due to the Clients schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
- 4 Contract Payment and Reimbursable Expenses:
 - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
 - b) Courier service, blueprinting, and reproduction cost are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
- 5 Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$280 per hour for a two-person survey crew.
- 6 Governmental agency fees or charges and/or deposits are the responsibility of the client.
- 7 Digital files for plans will be provided by the client prior to work proceeding.
- 8 All record documents that relate to the existing monumentation shown on the plans will be provided by the client prior to work proceeding.
- 9 The cost for the survey supplies are factored into each line item fee.
- 10 There will not be any retention on our invoicing.



STANDARD SCHEDULE OF FEES

Project Management

Principal-In-Charge.....	\$250
Senior Project Manager	230
Project Manager.....	200
Project Coordinator	120

Engineering

Principal Engineer.....	\$225
Lead Engineer.....	210
Supervising Engineer.....	190
Senior Project Engineer.....	175
Project Engineer.....	155
Associate Engineer.....	140
Assistant Engineer	125

Surveying

Principal Surveyor	\$220
Supervising Surveyor	195
Senior Project Surveyor.....	170
Project Surveyor.....	150
Senior Land Title Analyst.....	145
Assistant Project Surveyor.....	125
Party Chief.....	150
Chainperson.....	130
One-Person Survey Crew.....	180

Technical Support

CADD Manager.....	\$150
Supervising Technician.....	135
Senior Technician	125
Engineering Technician	95

Construction Management

Principal Construction Manager.....	\$225
Senior Construction Manager.....	195
Resident Engineer	180
Structure Representative.....	170
Construction Manager.....	165
Assistant Resident Engineer.....	150
Construction Inspector (PW)	140
Office Administrator.....	105

Government Services

City Engineer	\$200
Deputy City Engineer.....	185
Assistant City Engineer	175
Plan Check Engineer	160
Permit Engineer	140
City Inspector.....	125
City Inspector (PW).....	140
Planning Director	185
Senior City Planner	160
Assistant Planner	145

Administrative Support

Administrative Analyst.....	\$110
IT Technician	105
Graphics/Visualization Specialist	95
Administrative Assistant.....	70

Direct Expenses:

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

Prevailing Wage Rates:

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law.



**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT)**

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **MNS Engineers, Inc.** ("Consultant") with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. 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.

 (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.

 (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.

 (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: MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
Attention: Fred Tice
T: (805) 648-4840
Email: ftice@mnsengineers.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 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

MNS ENGINEERS INC.:

[Signature]
Signature

JAMES A. SALVIO, PRESIDENT & CEO
Typed Name/Title

29 OCTOBER 2013
Date

Tax Identification Number: 95-2000889

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EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

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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	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<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>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
FOR DISTRICT USE ONLY		
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:		

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

COMPENSATION & RATE/FEE SCHEDULE

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

MNS Engineers Standard Schedule of Fees

Effective July 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Surveying

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

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

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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:

- 1) Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- 2) 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

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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 #13-126

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 #13-126

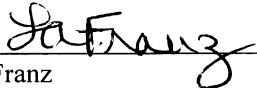
CONFLICT OF INTEREST CHECK

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

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**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: FRED TICE

Title: PRINCIPAL SURVEYOR

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: 10.29.2013

Proper Name of Contractor: MINS ENGINEERS, INC.

Signature: 

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

SCOPE OF SERVICES – PROJECT SURVEYOR

The Project Surveyor's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

1) Boundary Survey-General Requirements:

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

2) Topographic Survey Scope of Services:

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
 1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
 2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
 3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
 4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
 5. Note possibilities of prescriptive rights-of-way and the nature of each;
 6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01'. Location of benchmark to be determined by Architect of Record;
 7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
 8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
 9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

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Project #13-126

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
 - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
 - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
 - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
 - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

3) Reports

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

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

4) Time

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

5) Accuracy Standards

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

Not Project Related

Project #13-126

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 25th 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.

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 such 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.

Policy No. BA2220L967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS 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.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS E. TRAILERS -INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE-GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph 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.

B. 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 a covered "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.

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**

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

2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**

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

E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

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

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

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE- GLASS

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

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

J. PERSONAL EFFECTS

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

Personal Effects Coverage

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

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

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

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

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

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

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

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

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of WAL #004 for Master Agreement #13-131 with Rincon Consultants Inc. for CEQA Services for the McKinna Reconstruction Project (Morales/Cline/CFW)

The Oxnard School District (District) is proceeding with the reconstruction of the McKinna Elementary school. The project includes the construction of a new school on the existing 9.5-acre site followed by the demolition of the existing school. In March 2017, the Board approved the selection of the project architect and design efforts for the project have now commenced.

In November 2013, the Board of Trustees approved Master Agreement #13-131 with Rincon Consultants Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose. This agenda item authorizes the issuance of WAL #004 as follows:

Master Agreement: #13-131
WAL: #004
Consultant: Rincon Consultants, Inc.
Date Issued: April 20, 2017
Amount: \$2,967.00 (not to exceed)

Under this WAL assignment, Rincon Consultants will prepare California Environmental Quality Act (CEQA) documentation for the project. Rincon will assist in the compilation of substantial evidence to support the development of a categorical exemption for the project. If their analysis indicates that a significant environmental impact may occur or the project may otherwise not qualify for a CEQA exemption, Rincon will immediately discuss options with the District, which could include preparation of a Mitigated Negative Declaration or focused Environmental Impact Report.

FISCAL IMPACT

Not to exceed \$2,967.00 to be paid out of Master Construct and Implementation Program funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL #004 in the amount not to exceed \$2,967.00 with Rincon Consultants Inc. for CEQA Services for the McKinna Reconstruction Project per Master Agreement #13-131.

ADDITIONAL MATERIAL

Attached: WAL #004, Rincon Consultants, Inc. (1 Page)
 Proposal, Rincon Consultants, Inc. (7 Pages)
 Master Agreement #13-131, Rincon Consultants, Inc. (53 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 4/20/2017
SITE NAME: McKinna Reconstruction Project	DSA #
MASTER AGREEMENT #: 13-131	OPSC #
WAL #: 004	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Rincon Consultants, Inc. Street: 180 North Ashwood Avenue City, State, Zip: Ventura, CA 93003 Phone: (805)644-4455

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provision of services to prepare California Environmental Quality Act (CEQA) documentation for the McKinna Elementary School Reconstruction Project as outlined in the attached scope of work, schedule, and not to exceed fees.
 (ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 4/20/2017	COMPLETION DATE: See attached estimated schedule
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FIXED FEE AMOUNT: \$2,967 (not to exceed)

This fee amount is based upon Consultant's proposal dated 3/29/2017 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 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.

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: Patricia Raphael Garcia (CFW)	PREPARED BY: Patricia Raphael Garcia (CFW)
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER Master Construct and	Implementation Program Funds
COST ID: 6171 - Environmental Studies	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

March 29, 2017
Project Number 17-04056

Patricia Raphael Garcia
Planning Associate
Caldwell Flores Winters, Inc.
815 Colorado Blvd., Suite 200
Los Angeles, California 90041
Via email: praphael@cfwinc.com

Subject: Proposal to Prepare California Environmental Quality Act Documentation for McKinna Elementary School Reconstruction Project

Dear Ms. Garcia:

Rincon Consultants is pleased to submit this proposal to prepare the California Environmental Quality Act (CEQA) documentation for the McKinna Elementary Reconstruction Project. This proposal describes (1) our proposed scope of work; (2) our proposed schedule for completion of the project; and (3) our cost proposal for the assignment.

UNDERSTANDING OF THE PROJECT

The Oxnard School District (OSD) envisions widespread improvements to its Facilities infrastructure over the next 15 to 20 years, based on the fact that many of their schools were built more than 50 years ago. A combination of local bond measures (Measures "D" and "R"), and State funding (Proposition 51) will be utilized to achieve this goal.

Rincon understands that the approach to the reconstruction of the McKinna Elementary School will be based on a technique now underway at three other OSD schools – Harrington Elementary School (ES), Lemonwood ES, and Elm Street ES. Specifically, the new facility will be built on the area of the school's current playfields, allowing the existing campus to remain in session. When complete, school operations will be transferred to the new facilities; the existing facilities will be demolished; and new playfields will be constructed at the location of the former structures. The new facilities that will comprise McKinna ES will include a 31-classroom campus with library, administration space, multipurpose room, playfields, hard courts, and support spaces.

Rincon further understands that OSD successfully completed the CEQA process for Harrington ES by means of invoking a Categorical Exemption (CE). In this case, CEQA Section 15302, Class 2 was cited as a basis for a Notice of Exemption (NOE). Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. As a basis



for this proposal, Rincon assumes that a similar application of CEQA Section 15302, Class 2 will apply for the McKinna ES Reconstruction Project.

PROPOSED SCOPE OF WORK

Based on our understanding of the project, we believe that a CE is the appropriate level of CEQA documentation for the McKinna ES Reconstruction project. Rincon will assist in compilation of substantial evidence to support the development of a categorical exemption for the project. If our analysis indicates that a significant environmental impact may occur or the project may otherwise not qualify for a CEQA exemption, we will contact CFW and OSD staff immediately to discuss options, which could include preparation of a Mitigated Negative Declaration or focused EIR.

The following tasks will be completed as part of the process.

- 1. Project Kickoff / Site Visit.** As part of the review and documentation process, Rincon will conduct a kickoff meeting and a site visit to confirm existing conditions and to take site photos of the existing school facility that will be included in the CE documentation.
- 2. Administrative Draft CE Documentation.** To confirm the project's eligibility for a CEQA exemption, Rincon will prepare a CE report, findings for a categorical exemption and preparation of an NOE that demonstrates that the project is categorically exempt. The results of CE analysis with the appropriate class of exemptions will be summarized in a brief technical memorandum/report that will be submitted in administrative draft form for review and comments by OSD staff and/or CFW staff. One electronic copy (MS Word and Adobe PDF formats) of the Administrative Draft CE Report and NOE will be provided within three weeks of the kickoff meeting / site visit and receipt of all relevant and necessary project information.
- 3. Final CE Report and NOE.** The Final CE memorandum/report will be finalized within one week after receipt of staff comments. The Final CE memorandum/report will be attached to an NOE form, and submitted to the Oxnard School District staff for incorporation into the staff report and District Board hearing packet. Up to 10 hard copies of the Final CE and NOE will be provided, if requested. A digital copy of the final document in .pdf format will also be provided to the District for its website posting.
- 4. Public Hearing.** Rincon's Project Manager will attend a public hearing on the project and will be available to answer questions regarding the CEQA process at that hearing. If desired, Rincon will also prepare a presentation summarizing the CEQA process and the findings contained within the CE memorandum/report.
- 5. Project Management.** This task will involve general management of internal staff, communication with District staff and CFW, and budget management.

SCHEDULE

Rincon's proposed schedule for completion of the CEQA environmental review process is summarized in the following table. Barring delays beyond Rincon's control (such as an incomplete or evolving project



school districts. Rincon has provided consulting services for the following school districts:

- Oxnard School District
- Ventura County Office of Education
- Ventura Unified School District
- Carpentaria Unified School District
- Coachella Valley Unified School District
- Somis Unified School District
- Castaic Union School District
- Fillmore Unified School District
- San Diego Unified School District
- Santa Paula Unified School District
- Irvine Unified School District
- William S. Hart High School District
- Saugus Union School District
- Inglewood Unified School District
- Long Beach Unified School District
- Santa Ana Unified School District
- Marysville Joint Unified School District
- San Mateo Union High School District
- Ceres Unified School District
- Twin Rivers Unified School District
- Robla School District
- Monterey Peninsula Unified School District

Through the course of these projects, we have developed a high level of expertise in the issues affecting educational facilities. Our experience has given us a thorough understanding of the environmental regulations pertaining to the construction projects associated with the development of new schools and key issues associated with school facility modernizations.

PERSONNEL

Stephen Svete, AICP, LEED AP ND – Principal-in-Charge

Steve has more than 25 years of experience in CEQA and NEPA document preparation, urban planning, open space, and project management for both public agencies and private consulting firms. He has supervised the preparation of numerous EIR documents, including many involving K-12 campuses. This experience includes environmental documentation for the Avenue School Outbuilding Demolition Project, Maintenance Facility Upgrades Project, and Foothill Technology School Project, all for the Ventura Unified School District. He is currently overseeing Rincon's contracts for CEQA documentation on facility upgrades and modernization projects with the Oxnard School District, Robla School District, Chico Unified School District, San Mateo Union High School District, Novato Unified School District, and Monterey Peninsula Unified School District.

Edward Morelan, PG, CEG – Project Manager / Principal

Ed is a Professional Geologist and Certified Engineering Geologist in the State of California, and has over 30 years of technical and managerial expertise in the geologic, geotechnical, and environmental health and safety disciplines. His background includes extensive school district experience, managing and directing complex environmental, geologic and safety programs. Prior to joining Rincon Consultants, Ed was the Deputy Director and Site Assessment Program Administrator of the Office of Environmental Health and Safety for the Los Angeles Unified School District (LAUSD). While at LAUSD, he supervised a staff of professionals responsible for all of the District's CEQA and DTSC site cleanup projects, comprising annual expenditures of \$10M to \$15M of work associated with the District's \$19B New School Construction Program. As a Rincon team member, Ed directly manages the CEQA compliance process contracts for the Oxnard, Los Angeles, and Montecito school districts and provides Principal-level oversight to all independent projects involving educational facilities.



Smadar Levy – CEQA Analyst

Smadar is an Associate Planner within Rincon’s Environmental Science and Planning Group, and will serve as lead analyst. Smadar holds a bachelor’s degree from Wellesley College and a Master’s of Environmental Science and Management from the Bren School of Environmental Science and Management. She is responsible for assisting with policy analysis and outreach for planning projects, as well as conducting and reviewing CEQA and NEPA environmental assessments. Smadar brings a strong background in biology, environmental policy, economics, and strategic communications to Rincon. She has prepared CEQA documents including MNDs and EIRs and was recently involved in preparing environmental documentation for Eureka City Schools and for the Cherry Ave Charter School in Long Beach.

Sarah Sorensen, MESM – CEQA analyst

Sarah is an Associate Environmental Planner in Rincon’s Ventura Office. She has a Masters in Environmental Sciences and Management from the University of California, Santa Barbara, and a BS in Management from Purdue University. Sarah is responsible for assisting with planning policy analysis and outreach including assignments with local planning agency offices such as General Plans, Regional Transportation Plans, and development projects. She has a background in economic policy, ecology, and business and has worked with a range of clients, including local government agencies, state agencies, and school districts. She also has experience with air quality modeling and noise analysis. Sarah is currently working on the EIR for the Montecito Union Elementary School Master Plan and previously worked on the Ventura Unified School District’s EP Foster Outbuilding Demolition Project IS-MND.

Holly Harris - Biological Resources

Holly serves as a Biologist/Project Manager in Rincon’s Natural & Cultural Resources Department with over 12 years of professional experience in project management, programmatic and project-specific coastal planning, resource management policy, biological resource mitigation and monitoring, and technical report scoping and preparation. Her experience is in a wide range of areas, including biological resource assessment, cost analysis and budgeting, sustainability, environmental analysis, geographic information systems, coastal policy implementation, zoning ordinances, contract management, grant applications, and ecological restoration. Ms. Harris has vast experience with schools projects including managing the Thatcher School Faculty Housing ISBA, and providing biological resources analysis for the Montecito Union Elementary School Master Plan EIR and Lemonwood Elementary School Campus Update (Oxnard School District).

Chris Duran, MA, RPA – Cultural Resources

Chris has more than 10 years of professional experience procuring, conducting, and managing cultural resources investigation projects in compliance with Sections 106 and 110 of the National Historic Preservation Act, NEPA, and CEQA as they pertain to cultural resources. He has worked extensively throughout southern California with various private industry clients and local and federal government agencies. Chris meets and exceeds the Secretary of the Interior’s *Professional Qualification Standards* and is listed on the Register of Professional Archaeologists. He has worked on a number of schools projects including the Oxnard School District’s Lemonwood Elementary School Campus Update, and the Montecito Union Elementary School Master Plan EIR.



Thank you for your consideration of Rincon Consultants for this project. We look forward to the opportunity to work with you and would welcome an opportunity to discuss the details of this proposal at your convenience.

Sincerely,

RINCON CONSULTANTS, INC.

A. Edward Morelan, PG, CEG
Principal / Project Manager



Caldwell Flores Winters

McKinna Elementary Reconstruction Project NOE

Tasks	Cost	Hours	Rincon Labor					
			Principal I	Sr. Prof I	Prof. II	Tech. Editor	Graphics	Clerical
			\$205/hour	\$145/hr	\$110/hour	\$100/hour	\$90/hour	\$68/hour
1. Project Kickoff / Site Visit	\$315	2	1		1			
2. Admin Draft Categorical Exemption Report	\$715	6	1		3		2	
3. Final CE Report and Notice of Exemption	\$425	3	1		2			
4. Project Hearing (1)	\$630	4	2		2			
5. Project Management	\$358	3		2				1
Rincon Labor Total	\$2,443	18	5	2	8	0	2	1
Other Costs								
<i>Printing</i>								
Final CE and NOE (10 Hard Copies)	\$225							
Travel, Supplies and Miscellaneous Expenses	\$243							
General & Administrative	\$56							
Total (Other Costs)	\$524							
TOTAL	\$2,967							

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, 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.

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").

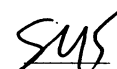
21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose 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.

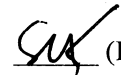
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that 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.

 (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.

 (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.

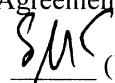
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. 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.

 (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: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.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

RINCON CONSULTANTS INC.:

[Signature]
Signature

STEPHEN SNEYDE, AICP/N.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

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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	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: _____ Street: _____ City, State, Zip: _____ Phone: _____	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<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>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
FOR DISTRICT USE ONLY		
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

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

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

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

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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.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

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 #13-131

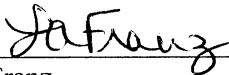
CONFLICT OF INTEREST CHECK

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

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

**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: STEPHEN SVETE
Title: VICE PRESIDENT

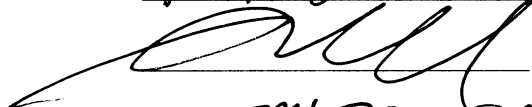
AND/OR

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: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 
By: STEPHEN SVETE
Its: VICE PRESIDENT

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #13-131

5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #13-131

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

Project #13-131

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

Project #13-131

9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-131

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
 Project #13-131

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-imburseables, 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 (middlesdt@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 25th 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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 LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

COVERAGES **CERTIFICATE NUMBER:** 107184 **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 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. 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.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul Finn

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
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
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.

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 And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
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" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
<p>Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.</p> <p>Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers</p>	<p>Where Specified by written contract</p> <p>RE: All Operations</p>

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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 TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <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		BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

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 provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

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".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 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.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

EQB0201324 20130201 000

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 4/19/17

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
 X Facilities

SECTION D: ACTION

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Amendment #002 to Agreement #13-121 for SVA Architects to provide additional Architectural Services for the Elm School Reconstruction Project (Morales/Cline/CFW)

At the October 16, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-121 with MVE Institutional (now and going forward known as SVA Architects) to provide Architectural Services to complete the design for the Elm School Reconstruction Project (Project).

Amendment #002 and the attached proposal received from SVA Architects are for design changes to several aspects of the project and additional Architect compensation as follows:

- 1) The foundation system changed due to geotechnical recommendations.
- 2) The District requested the following changes:
 - An increase in square footage of the gym and changed the glazing at the MPR building.
 - Reduced restroom sizes, added glazing and changed the staircase at the Classroom building.
 - Changed the glazing and roof at the Administration building.
 - Added window shades at the Kindergarten building.
 - Redesigned the site along Fir Avenue.
 - Revised mechanical, electrical and plumbing per district specifications.
 - Revised landscape and irrigation system per district standards.
 - Revised theatrical equipment design per district standards.

FISCAL IMPACT:

One Hundred Sixty-Five Thousand Seven Hundred Sixty Dollars and No Cents **[\$165,760.00]** to be paid out of Master Construct & Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve Amendment #002 to Agreement #13-121 with SVA Architects for the Elm Reconstruction Project for additional architectural and engineering services.

ADDITIONAL MATERIAL(S):

- Amendment #002, SVA Architects (2 Pages)
- SVA Architects, Inc. Proposal, dated September 28, 2016 (2 Pages)
- Agreement #13-121 SVA Architects (formerly known as MVE Institutional) (96 Pages)

**Amendment No. 002 to Architect
Services Agreement #13-121**

At the October 16, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-121 with MVE Institutional (now and going forward known as SVA Architects) to provide Architectural Services to complete the design for the Elm School Reconstruction Project (Project).

Amendment #002 and the attached proposal received from SVA Architects are for design changes to several aspects of the project and additional Architect compensation as follows:

- 1) The foundation system changed due to geotechnical recommendations.
- 2) The District requested the following changes:
 - An increase in square footage of the gym and changed the glazing at the MPR building.
 - Reduced restroom sizes, added glazing and changed the staircase at the Classroom building.
 - Changed the glazing and roof at the Administration building.
 - Added window shades at the Kindergarten building.
 - Redesigned the site along Fir Avenue.
 - Revised mechanical, electrical and plumbing per district specifications.
 - Revised landscape and irrigation system per district standards.
 - Revised theatrical equipment design per district standards.

The combined sum for the additional services total:

**One Hundred Sixty-Five Thousand Seven Hundred Sixty Dollars and No Cents
(\$165,760.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on October 16, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 002 and represent that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

SVA ARCHITECTS, INC.:

By: _____
Robert Simons, Principal

Date:

AMENDMENT NO. 2

Architect:	SVA Architects, Inc. ("Architect") 3 MacArthur Place, Suite 850 Santa Ana, CA 92707	Client:	Oxnard School District ("Client") 1051 South A Street Oxnard, CA 93030
Architect Contact:	Mel Tan, Tom Bardwell	Client Contact:	Yuri Calderon, Caldwell Flores Winters, Inc. Dr. Cesar Morales, Oxnard School District
Agreement Date:	October 16, 2013 ("Agreement")	Amendment Date:	December 11, 2015 ("Amendment") <i>Revised March 18, 2016</i> <i>Revised September 14, 2016</i> <i>Revised September 28, 2016</i>
Project Name:	Project 5 – Elm Reconstruction ("Project")	Description:	District Design Changes
Job No:	2013-40159.801	Client Ref:	n/a

A. Scope of Services

SVA, its Structural Engineer ("Petra Structural Engineers"), its MEP Engineer ("Roshanian & Associates, Inc."), its Landscape Architect ("Jordan, Gilbert & Bain Landscape Architects, Inc."), and its Theater Consultant ("The Ruzika Company") shall provide the following services in accordance with the terms and conditions of the Agreement:

1. Provide structural engineering services for the redesign of the foundation system under all the buildings from MAT to shallow spread footings based on new geotechnical recommendations.
2. MPR:
 - a. Increased height of gym
 - b. Changed roof system from gable to flat roof.
 - c. Increased square footage of gym.
 - d. Provided additional windows around building and added storefront systems for the two entrances.
 - e. Provided window shades at window locations.
 - f. Added electronic message sign on exterior wall at north entrance.
 - g. Reduced theatrical lighting.
3. Classroom:
 - a. Redesign of exterior stairway and landing at entry plaza.
 - b. Reduced the restroom size in rooms 1-103 and 1-105.
 - c. Incorporate exterior walkway overhang on second floor back into project.
 - d. Added additional windows along south and east side.
 - e. Added window shades at windows.
4. Admin:
 - a. Revised roof system from Mansard to flat roof.
 - b. Revised arched windows to standard windows on the west side.
 - c. Add window shades.
 - d. Enhanced admin and library storefront entrances.
5. Kindergarten:
 - a. Added window shades.
6. Site:
 - a. Improved appearance of interior courtyard of two-story building along with entry plaza along Fir Avenue.
7. Revised 3D animation and renderings to incorporate changes from above.
8. Mechanical/Electrical/Plumbing:
 - a. Revisions to mechanical, electrical, and plumbing drawings and specifications based on District design changes.
9. Landscape:
 - a. Revisions to landscape and irrigation plans and specifications based on District design changes.



10. Theater:
a. Revisions to theatrical equipment design drawings and specifications based on District design changes.

B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **One Hundred Sixty-Five Thousand Seven Hundred and Sixty Dollars (\$165,760.00)** as follows:

Service	Fee
SVA Architects, Inc.	\$62,745.00
Petra Structural Engineers	\$49,500.00
Roshanian & Associates	\$48,268.00
Jordan, Gilbert & Bain Landscape Architects	\$4,185.50
The Ruzika Company	\$1,061.50
Total	\$165,760.00

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

Architect:	SVA Architects, Inc.
Signature:	
Printed Name:	Robert Simons, AIA Lic. No. C18301
Title:	President & Partner
Date:	

Approved and Accepted:

Client:	Oxnard School District
Signature:	
Printed Name:	Dr. Cesar Morales
Title:	
Date:	

AGREEMENT #13-121 FOR ARCHITECTURAL SERVICES

BETWEEN

MVE INSTITUTIONAL, INC.

AND

OXNARD SCHOOL DISTRICT

OCTOBER 16, 2013

FOR

PROJECT 5 – ELM RECONSTRUCTION

received
10/16/13

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services ("**Agreement**") is entered into on this 16th day of **October, 2013** by and between **MVE Institutional, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "**Architect**"), with a business address at 3 MacArthur Place Suite 850, Santa Ana CA 92707 and the Oxnard School District, a California public school district ("**District**"), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the "**Project**") and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District's Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District's staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
 - 1.1.1 "**Addendum**" shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 "**Additional Services**" shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
 - 1.1.3 "**Agreement**" shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 "**Architect**" shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.
- 1.1.19 “Construction Budget” shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.
- 1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 “Constructability Review” shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.
- 1.1.30 “District” shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 **“Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval is maintained.
- 1.1.61 **“SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 **“Time Impact Analysis”** or **“TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

- 2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District’s review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect’s review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect’s behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3 **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

SECTION 4 **SERVICES**

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.
- The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.
- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits B and C**.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

One Million One Hundred Twenty Five Thousand Dollars and No Cents (\$1,125,000.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases

Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 Invoices. Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 **DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 **COMPENSATION FOR REIMBURSABLE SERVICES**

5.4.1 **PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed **FIFTY THOUSAND DOLLARS NO CENTS (\$50,000.00)**. The following is the **EXCLUSIVE** list of reimbursable expenses:

5.4.2.1 **Travel and Mileage.** The Architect 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 Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

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

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an Approval Letter from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an Invoice Cover Sheet indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR PROJECT 5 – ELM RECONSTRUCTION. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the 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 prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.
- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the 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 the Architect's sole and exclusive compensation and the District shall have no liability to the Architect 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.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.

- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget

limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special Testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below.

Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 **PROJECT CONSTRUCTION COST ESTIMATES**

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable

allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9

PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. 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.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations,

estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their

respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4 **Survival of Indemnities.** The provisions of this Section shall survive the termination of this Agreement.
- 11.2 **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1 **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 **Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

11.2.4 **Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.2.4.4 The 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.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

- 12.1 RESOLUTION OF CLAIMS.** Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

- 12.2 RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

- 12.3.1 By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.
- 12.3.2 By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13 **NOTICES**

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received 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. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,

Program Manager

ATTN: Yuri Calderon, Chief Operating Officer

6425 Christie Ave., Suite 270

Emeryville, CA 94608

TO ARCHITECT:

MVE Institutional, Inc.

Robert Simons, Principal

3 MacArthur Place Suite 850

Santa Ana, CA 92707

With original copy to:

Oxnard School District

ATTN: Dr. Cesar Morales, Superintendent

1051 South A St.

Oxnard, CA 93030

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

- 14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.
- 14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.
- 14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.
- 14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
- 14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.
- 14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.
- 14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.
- 14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

- 14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).
- 14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the 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 the 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 the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.
- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

- 15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.
- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect 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 the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect 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, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: Rohit Kumar
Title: President
Date: 10.10.13

District

By: Lisa A. Franz
Title: Director, Purchasing
Date: 10-13-13

EXHIBIT "A"

PROJECT

September 4, 2013

Robert Simons, Principal
MVE Institutional
3 MacArthur Place Suite 850
Santa Ana, CA 92707

Architect Selection Package for Project 5 – Elm Elementary School (K-5)

Dear Mr. Simons,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #5: Elm Campus Replacement**. This project is herein referred to as "Project 5". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Project 5 Summary

Project 5 will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Elm campus with adaptations provided to meet specific requirements for form, function, circulation, site context, efficiency and budget. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) or alternated method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6th, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 5.

Detailed Description

Enclosed in this package is a detailed description of Project 5, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Elm campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.
Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package for Project 5
Reconstruction of Elm School

Prepared by:
Caldwell Flores Winters
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

ARCHITECT SELECTION PACKAGE

DETAILED DESCRIPTION PROJECT 5 - DESIGN & RECONSTRUCT ELM K-5 SCHOOL

PROJECT REQUIREMENTS

The Elm school site currently exists on a 6.1 acre site. Project 5 includes the construction of a new school and the demolition of the existing school. Elm Elementary School currently serves approximately 767 students in grades K-6. Elm is planned to be reconfigured to serve up to 600 students per state standard in grades K-5. The school was constructed in 1948 and last modernized in 2003. The new Elm campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 600 students per State standards in grades K-5 including 20 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 Resource Specialist Program (RSP) room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, student information center (library), food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work. The total "all in" budget for the site is \$20,170,543 including demolition and site work (soft and construction costs combined, including contingencies). The site will continue to operate within existing facilities during construction. The existing facilities will be demolished once the new facilities are completed and students are moved into the new facilities.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a "Re-Use of Plans" effort for this project which is further described in a later section. Adaptations may be required to meet specific requirements for form, function, circulation, site context, and budget. The proposed configuration for Elm must allow for the construction of the new facilities while the existing facilities remain in operation during construction, therefore eliminating the need for interim housing.

Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than January 23, 2014. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence in August 2014 and be substantially complete by September, 2015.

SITE BACKGROUND & COMMUNITY

Established in 1948, Elm Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Elm K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Elm community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

EDUCATIONAL PROGRAM VISION

Elm Elementary School will implement an education strand program in the fall of 2014 to provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. The design team should be mindful of the vision for the form and function of school facilities.

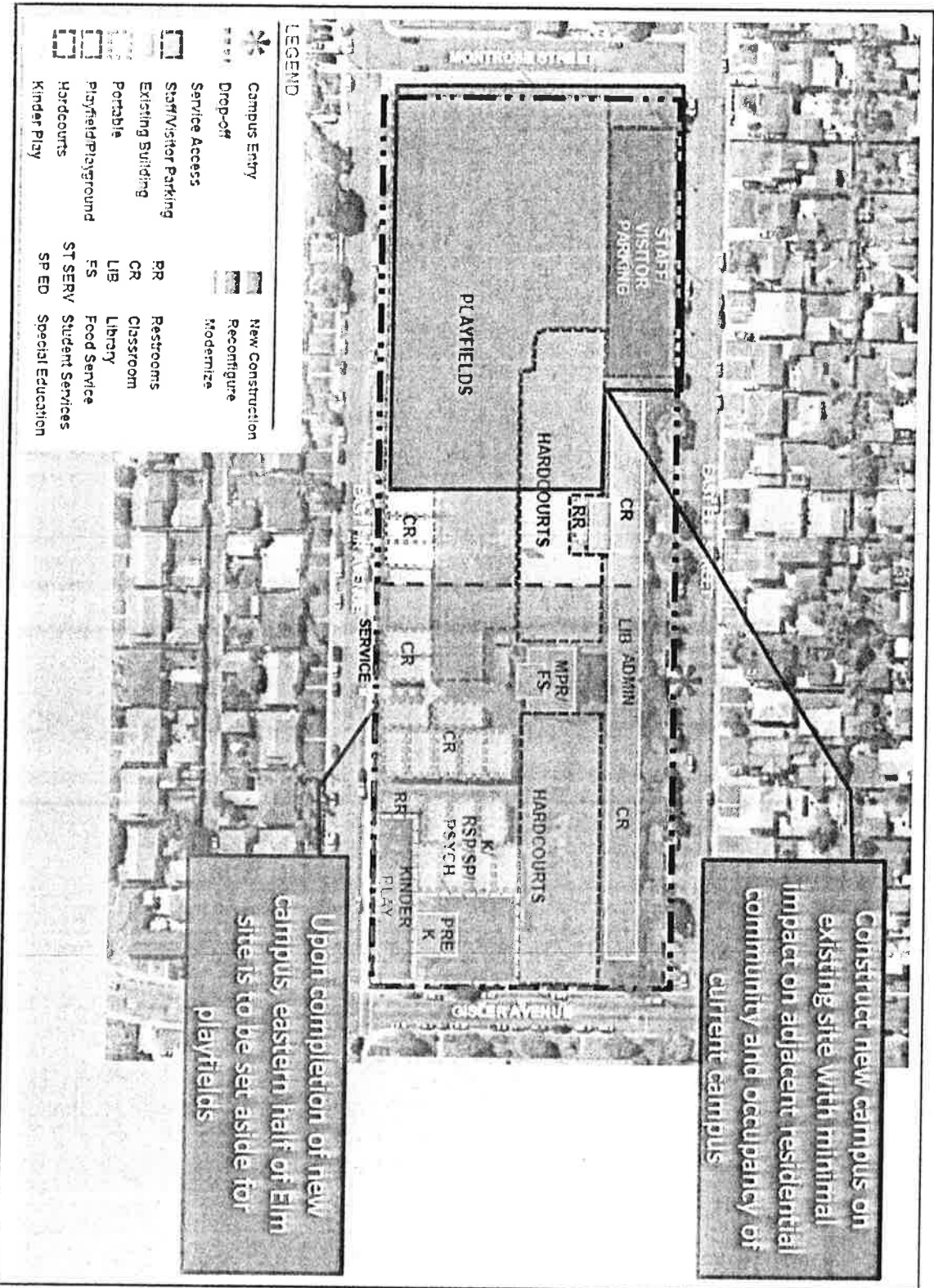
SITE MAP & CONFIGURATION GUIDELINES

The Elm site is bounded by Elm Street, Gisler Avenue, Fir Avenue, and Montrose Street. Most of the current campus building mass is situated along the eastern half of the site and thus permits construction of new facilities to take place on the western half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that promote setbacks from Elm and Fir in order to reduce the impact of building massing on nearby homes.

Final placement of new buildings on the site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space. There is no requirement that buildings relate to the surrounding street grid at right angles, and therefore firms may find it constructive to explore options that position structures at alternate angles. Parking should accommodate a minimum of 70 vehicles and may make more efficient use of available space when bus and vehicle drop-off is provided at curbside locations along Montrose, Fir, and/or Elm.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion.

ELM SITE MAP:



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

Elm Elementary Specifications (K-5 Schools)			
<i>Design & Reconstruct School to K-5 Specifications for 600 students</i>			
Description	Quantity	Units	Total
Classrooms			19,680
Classrooms - Estimate 20 rms @ 960 sf ea.	19,200	sf	
RSP	480	sf	
Kindergarten			6,440
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
Administration			4,515
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

Description	Quantity	Units	Total
Student Information Center			2,700
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Textbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room			5,375
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
Food Service			3,600
Serving/Prep Kitchen	350	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	2,800	sf	
Custodial Services	100	sf	
Restrooms	1,800	sf	1,800
Total Building Quantity			44,110
Sitework			
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	

MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

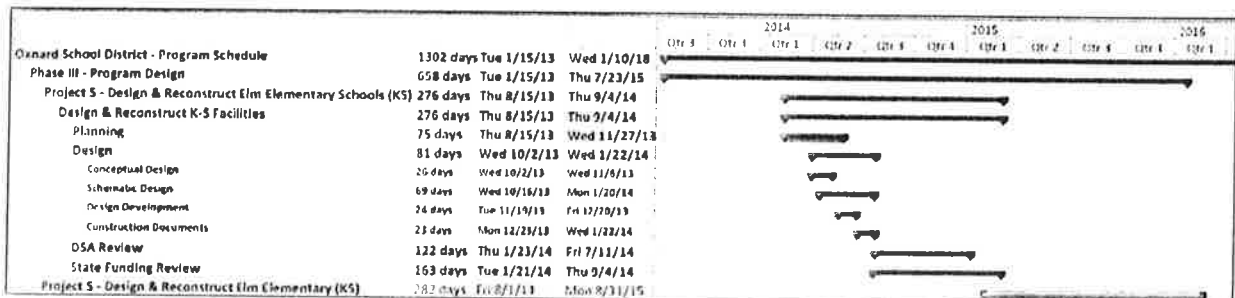
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

Elm Elementary School K-5		
Project	Year	Budget
Design & Reconstruct Elm Elem. K-5	2014/2015	
Demolition		\$1,155,000
Sitework		\$5,272,143
Classrooms		\$5,378,057
Kindergarten		\$2,035,314
Administration		\$1,631,850
Media Center		\$975,857
Multi-Purpose Room		\$2,111,607
Food Service		\$832,857
Restrooms		\$777,857
Est. Total		\$20,170,543

Much of the functionality in Elm's learning and administrative spaces is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the interior design vision, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized. Therefore, the above budget also incorporates the cost of appropriate furniture, fixtures and equipment within each project category. Design teams will be provided with the corollary Elm Facilities Vision & Description document for specific guidance on the necessary FF&E for the Elm campus.

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



III. METHOD OF SELECTION

BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Elm site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Elm elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 5. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Elm site for all interested teams. Please do not visit the site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff

and district facilities as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 5 selection package sent to prequalified firms: September 4
- Participating teams notify CFW of their intent to provide a proposal: September 5
- Conduct site visits: September 10
- Participating teams submit final proposals: September 13, no later than 4:00pm
- Project Review Committee to interview each design team: September 17
- Project Review Committee to attend Architect designated site tours of completed campuses proposed for “re-use”: September 19
- Final selection to be announced to winning firm and commencement of contract negotiation: September 20

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Elm project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 5 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 5. Project summaries should include:
 - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. *See attachment A –Cost Comparison Sheet.*
 - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
 - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
 - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.

- e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
3. Discuss the firm’s approach to designing “from the inside out” such that facilities provided by the “re-use” project accommodate the District’s established vision and description for 21st century learning spaces and incorporate required furnishings, fixtures, and equipment. See *attachment B – Elm K-5 Facilities Vision & Description*.
4. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
5. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
6. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.
7. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
8. Provide a brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 5 (maximum of 4 pages of drawings per proposed “re-use” project site). Firms are requested to submit their response within a single file in PDF format via email (use of FTP download link, Hightail, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at ycalderon@cfwinc.com by no later than 4:00pm PDT, Friday, September 13, 2013.

The Project is Amended As Follows:

Background

All architectural firms participating in the Elm Elementary School selection process, including MVE Institutional (MVEI) agreed as part of their participation to adjust initial proposed plans in order to match District expectations for use and functionality of the Elm campus. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

Pursuant to this mutual understanding, the Project is hereby amended to reflect the design concepts proposed by MVEI in the presentation submitted on September 24, 2013. The design is based on Tustin Unified School District's Orchard Hills K-8 School in Irvine, CA, repurposed to serve as a K-5 school and revised as needed to comply with the Oxnard School District's educational specifications, program vision, and other design changes reflected in the 9/24/13 submittal.

The proposed re-use project shall be further revised as required to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve a DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.


The proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Elm community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original approved Project Budget of \$20,170,543, with original Construction Budget of \$16,003,323, inclusive of owner controlled contingency of \$1,186,479.

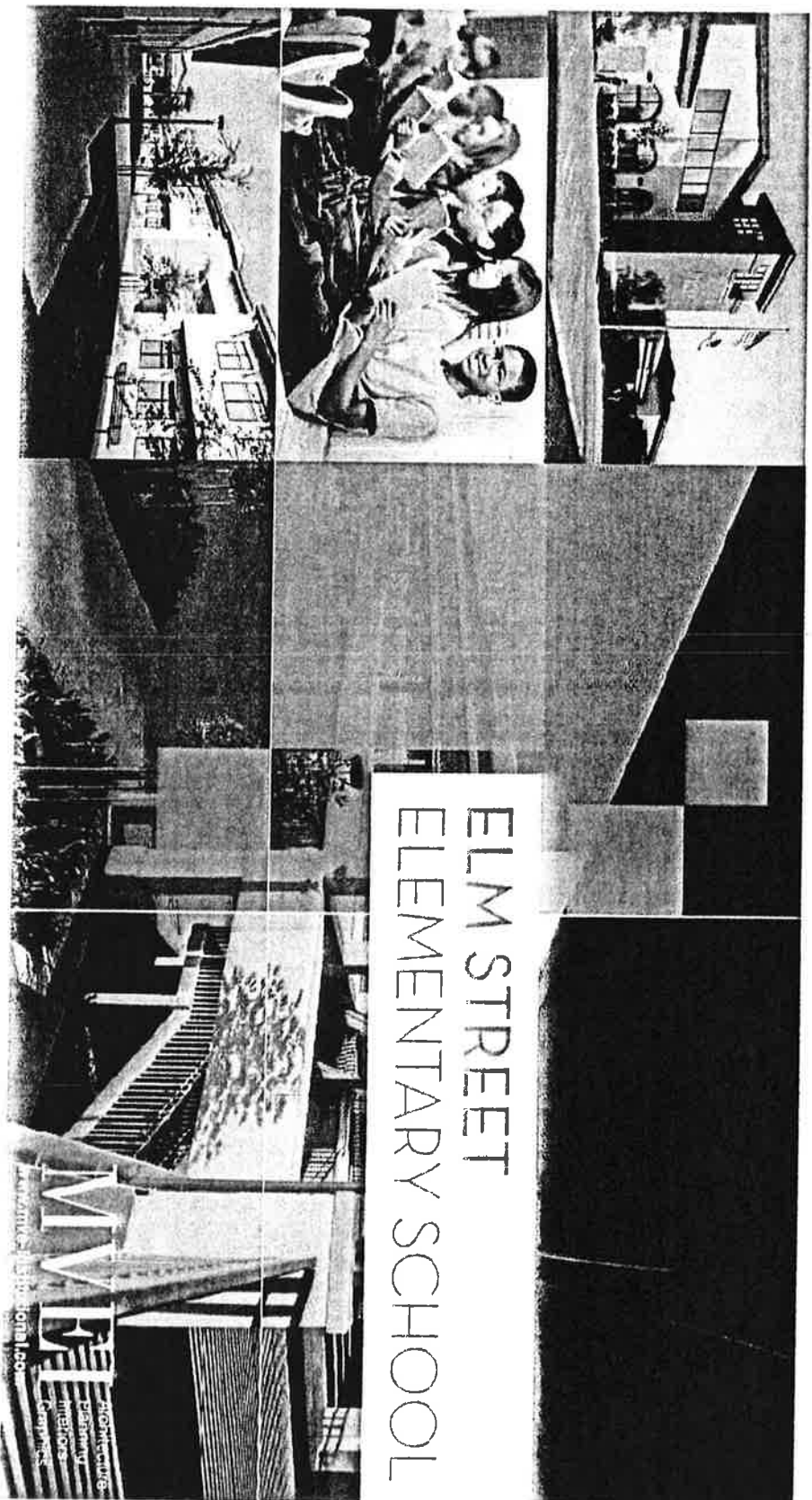
Acceptance of Project Amendment:

Accepted by MVEI 
Signed _____ Date 10.10.13

Accepted by District 
Signed _____ Date 10-18-13

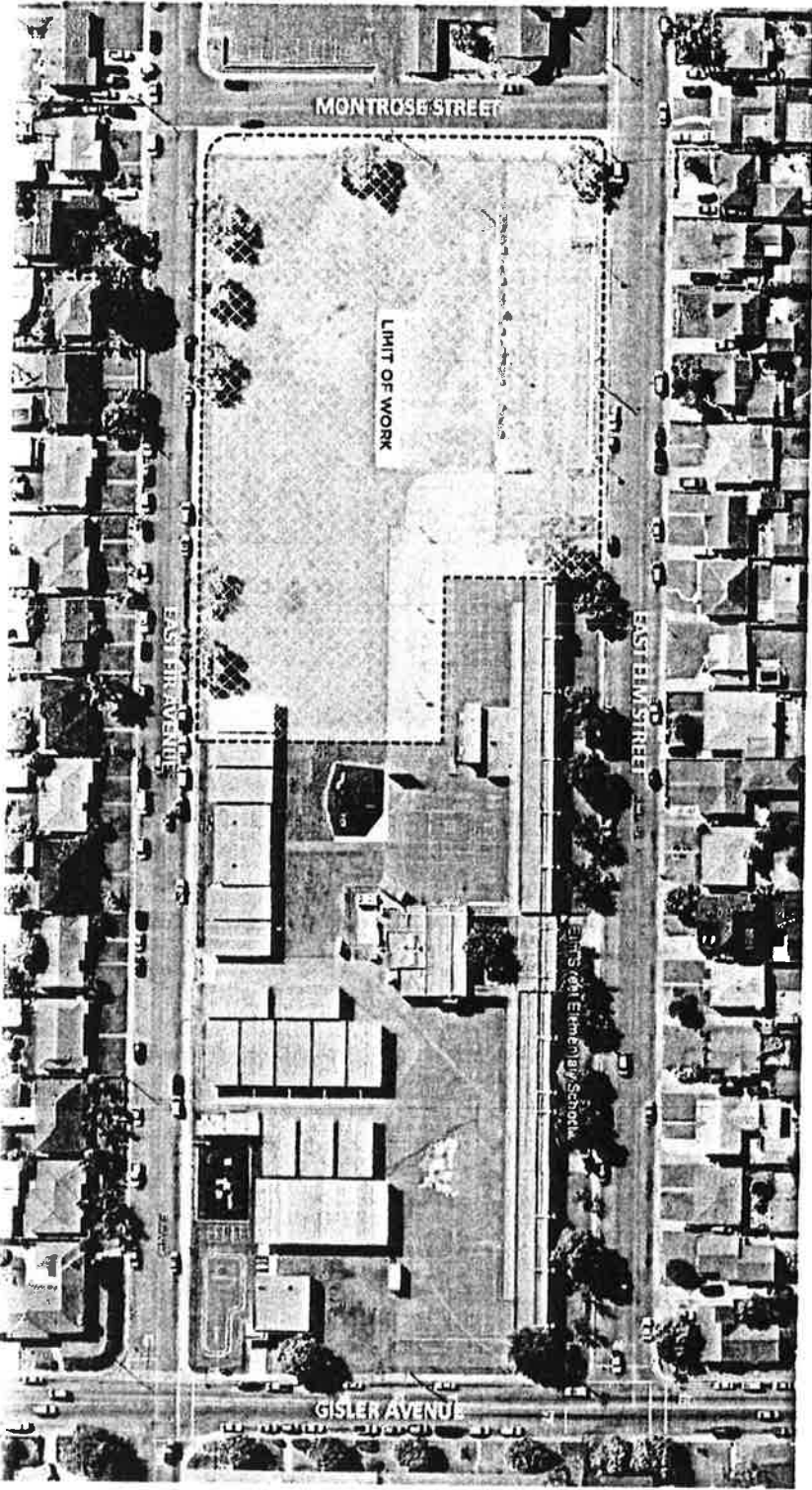
OXNARD SCHOOL DISTRICT

ARCHITECT SELECTION PACKAGE FOR PROJECT 5 -
ELM STREET ELEMENTARY SCHOOL



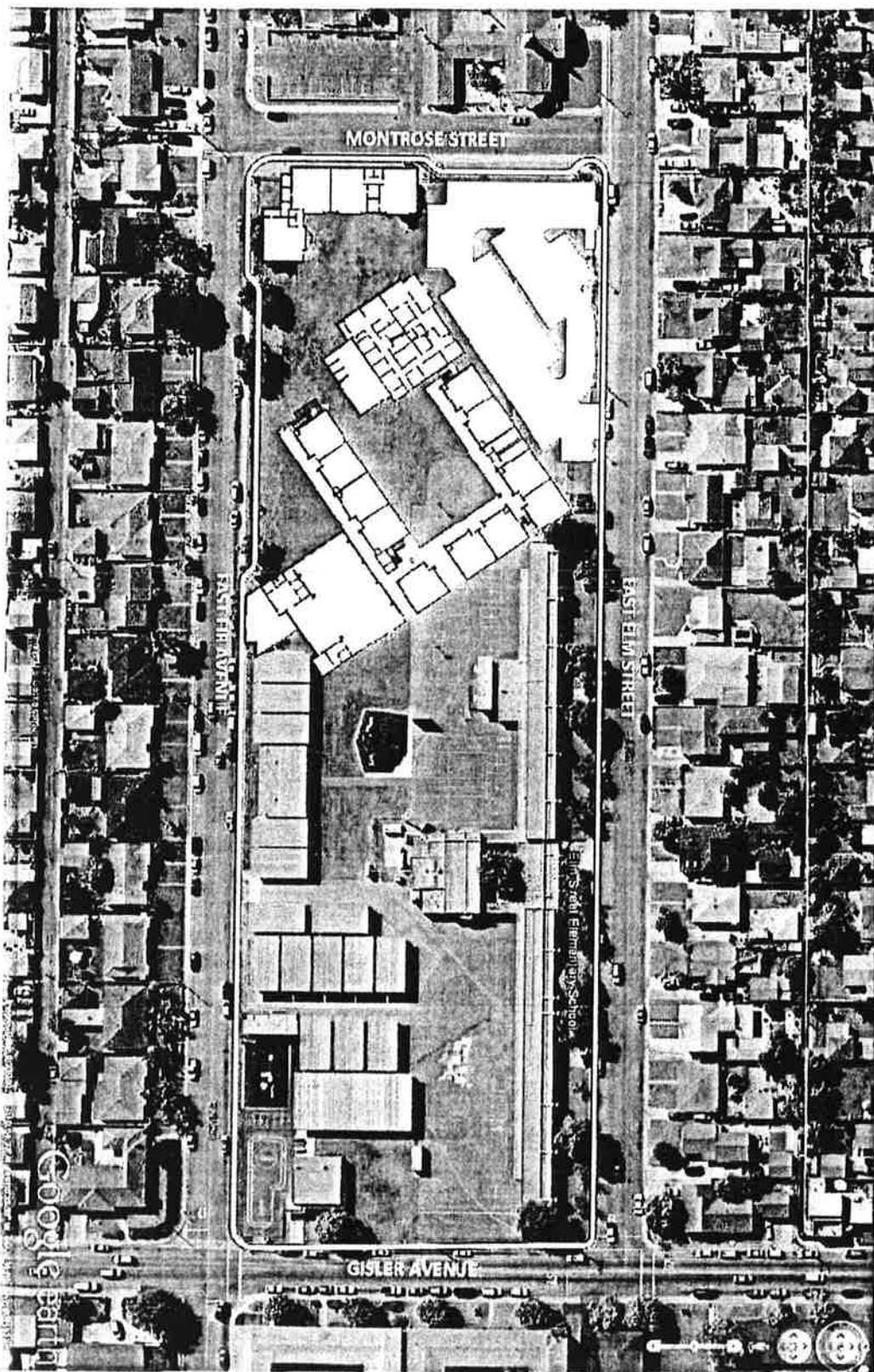
ELM STREET
ELEMENTARY SCHOOL

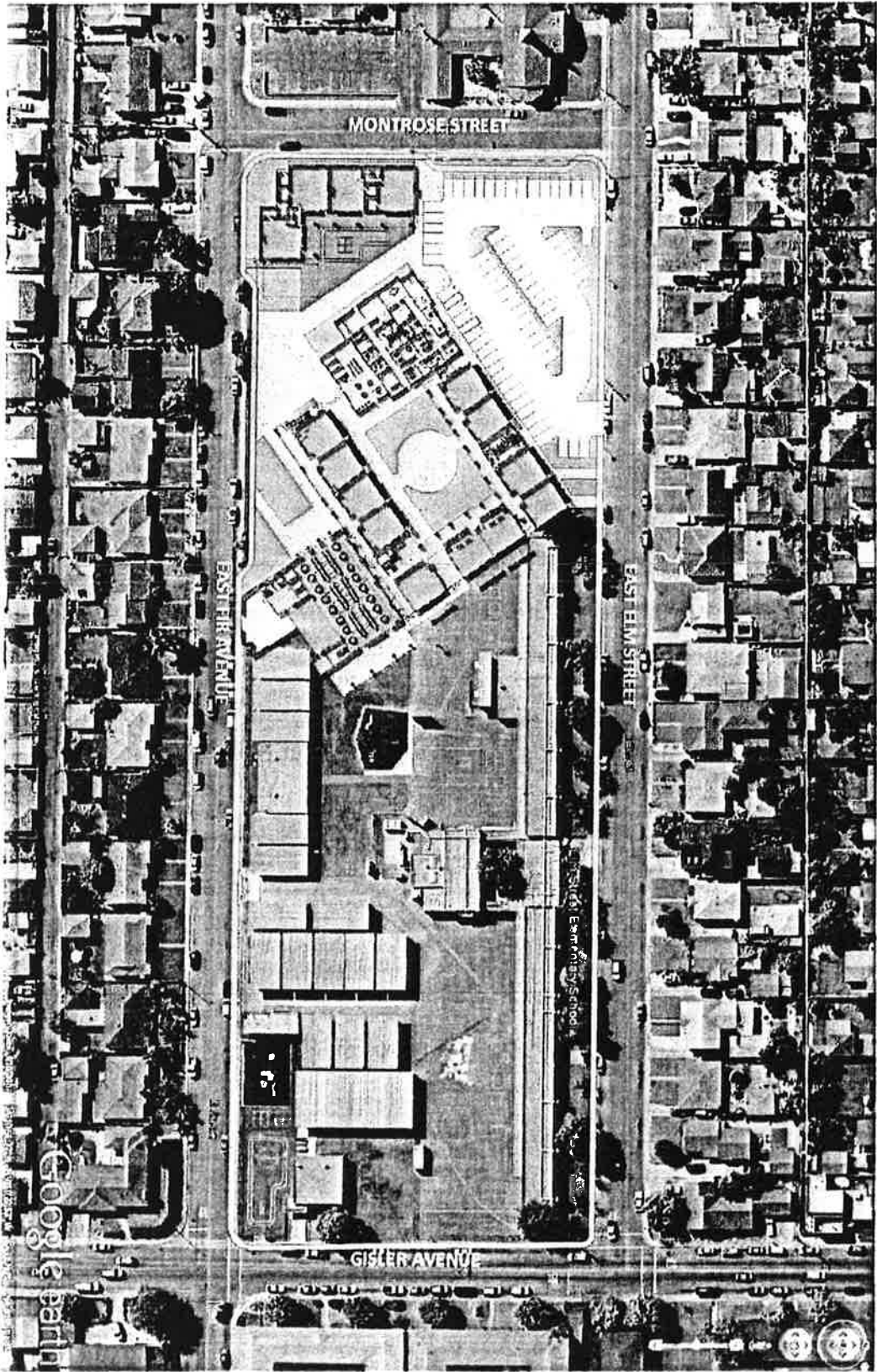
MVA
ARCHITECTURE
PLANNING
INTERIORS
CONSTRUCTION



ELM STREET ELEMENTARY SCHOOL
PHASING PLAN

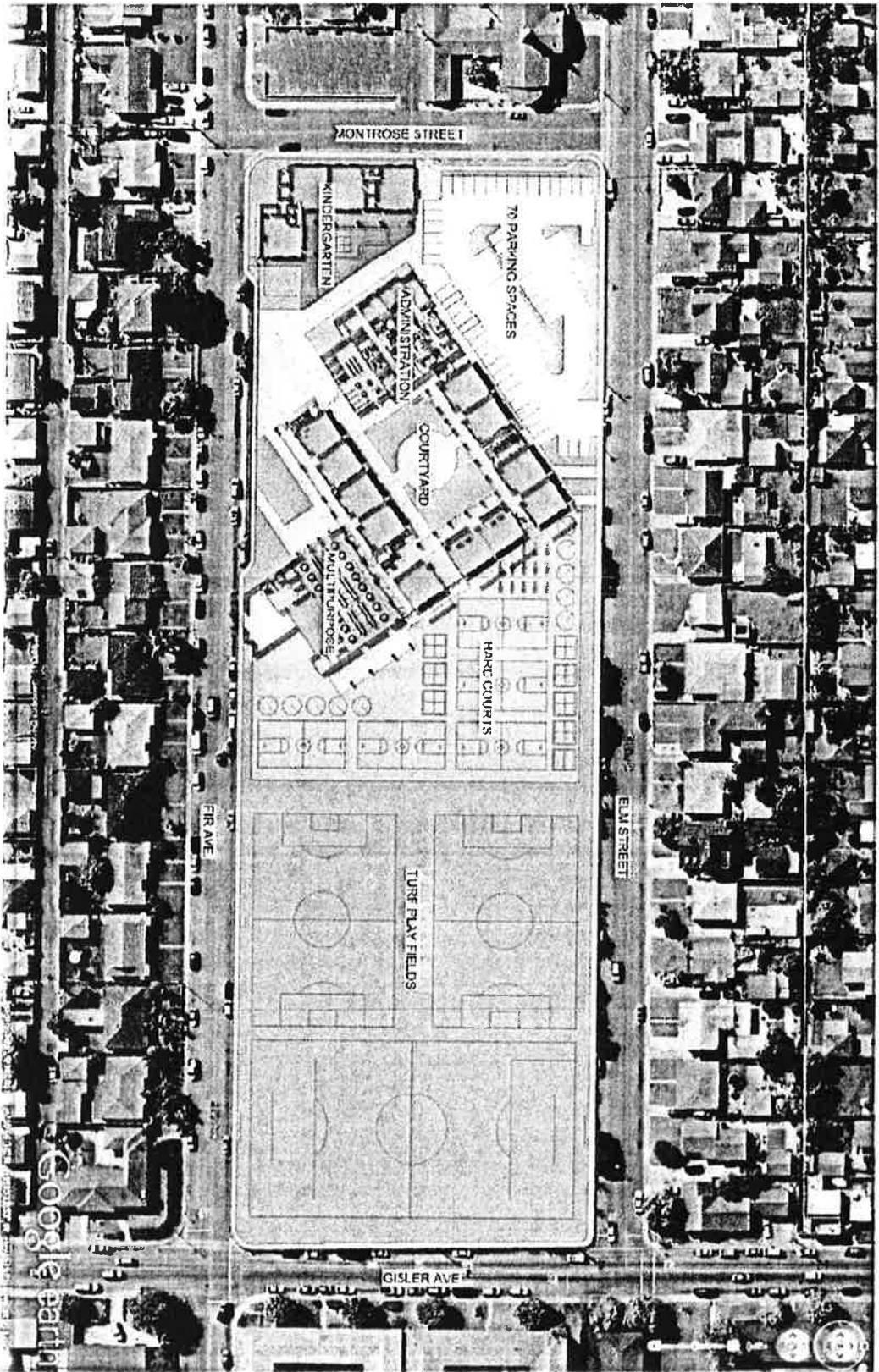
OXNARD MAP





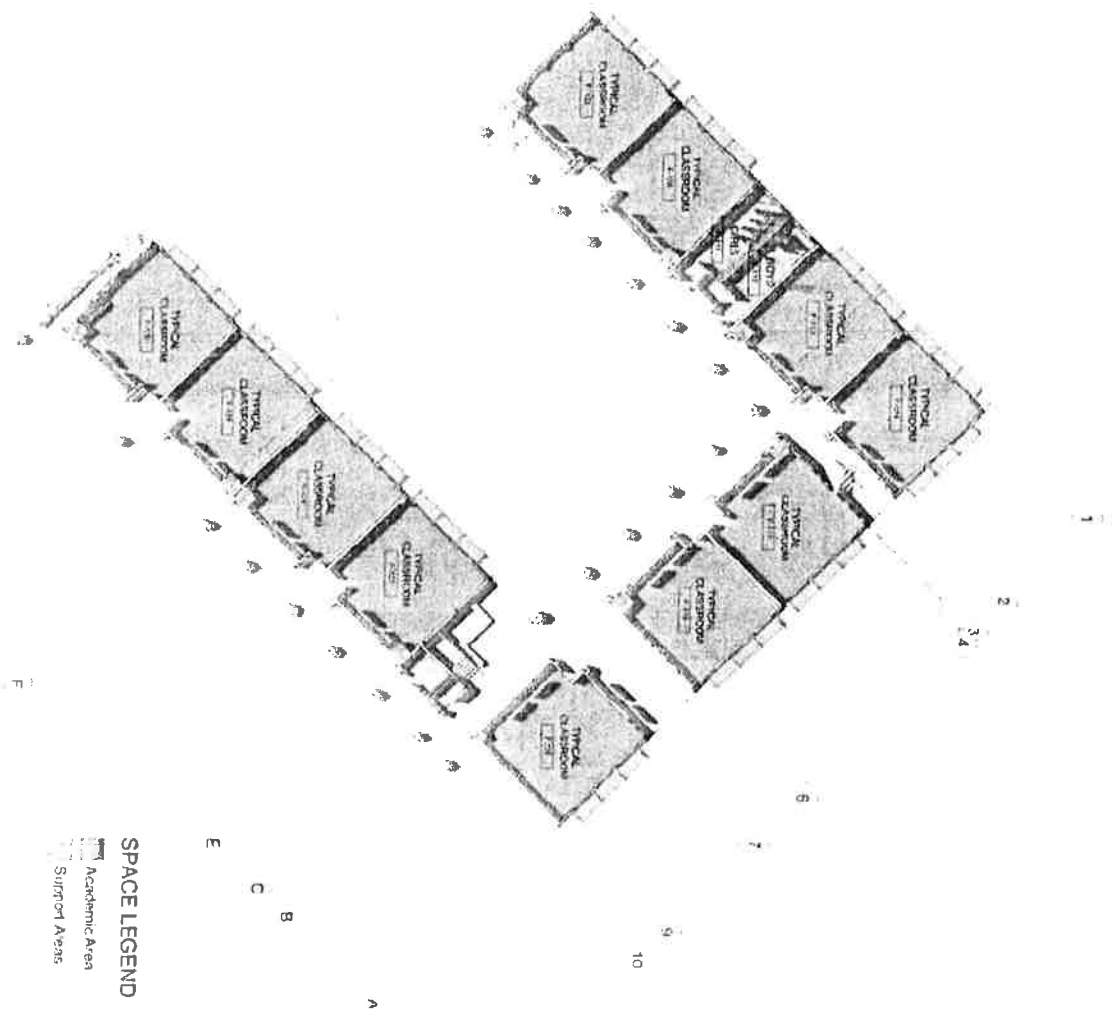
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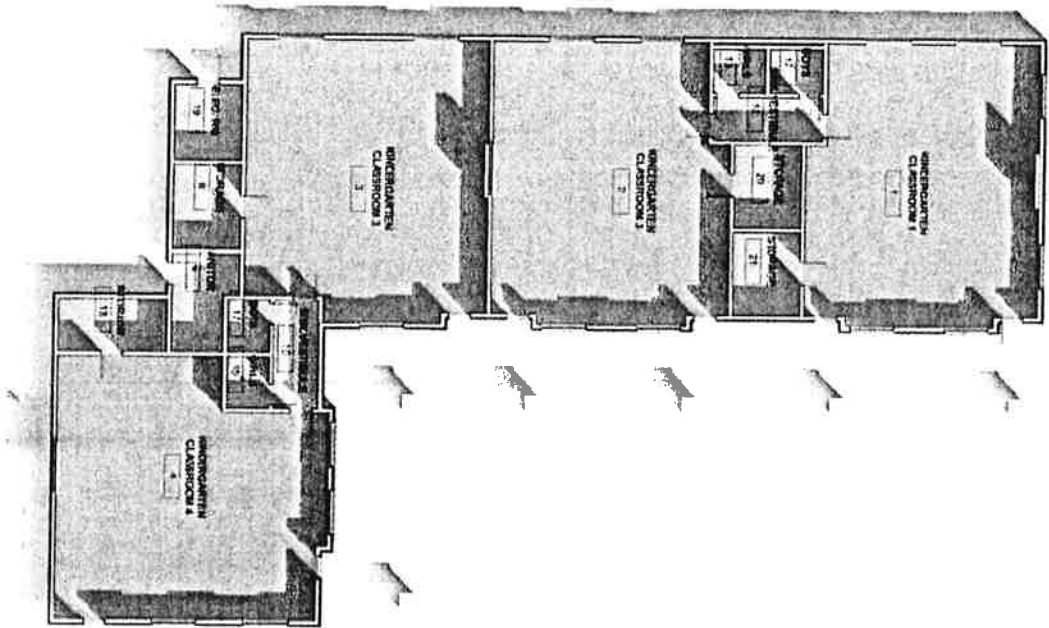


ELM STREET ELEMENTARY SCHOOL
SHEET 5111E.P13.DWG

OXNARD WA
Google Earth

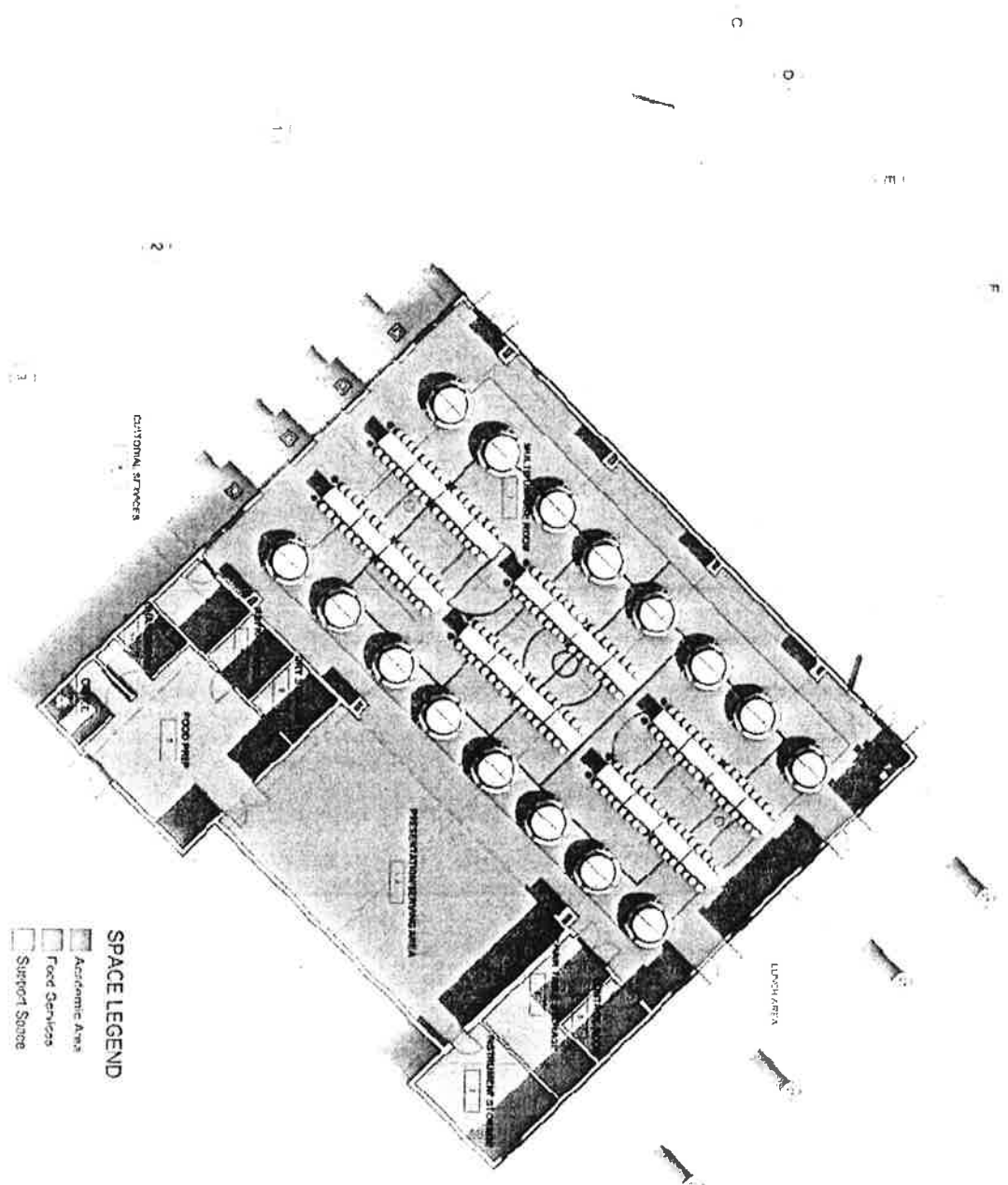


SPACE LEGEND
Academic Area
Support Areas



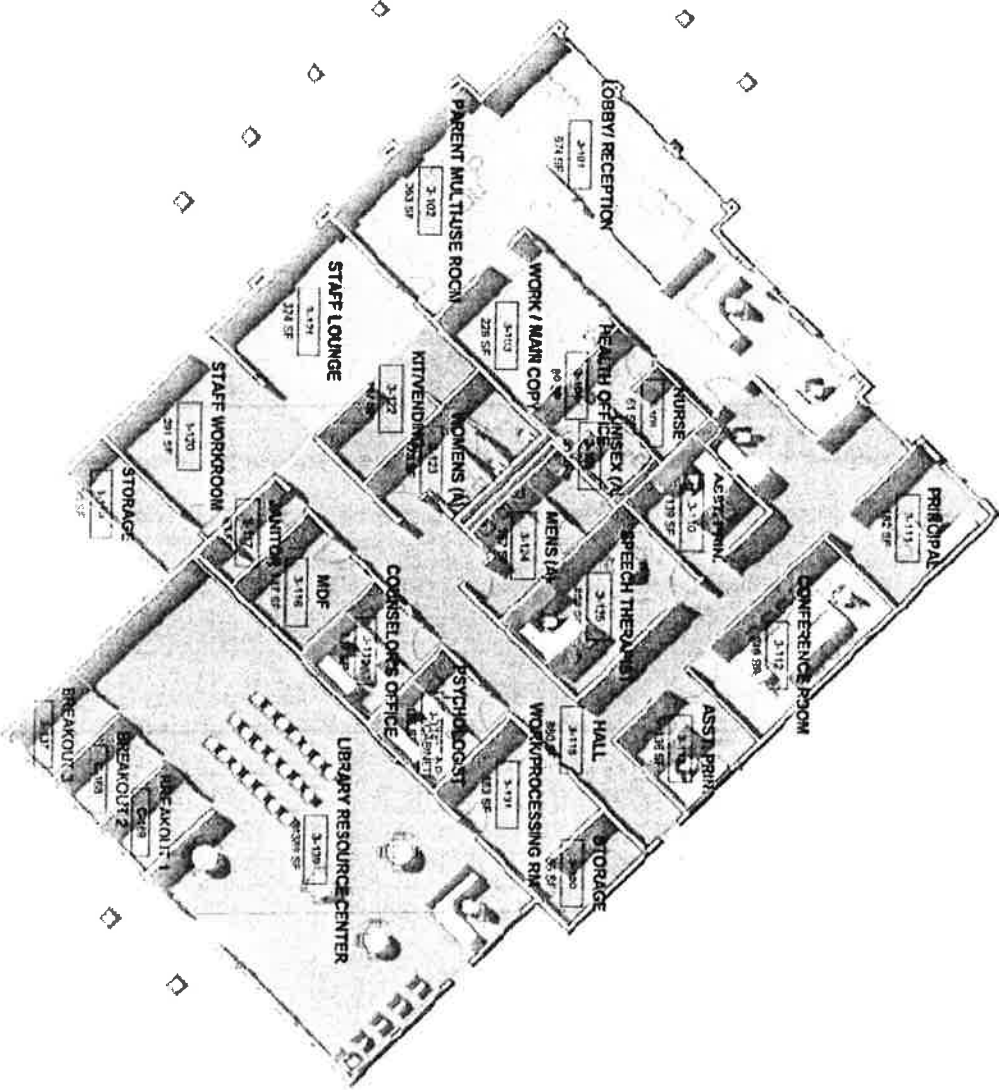
SPACE LEGEND

- Academic Area
- Academic Support
- Support Areas

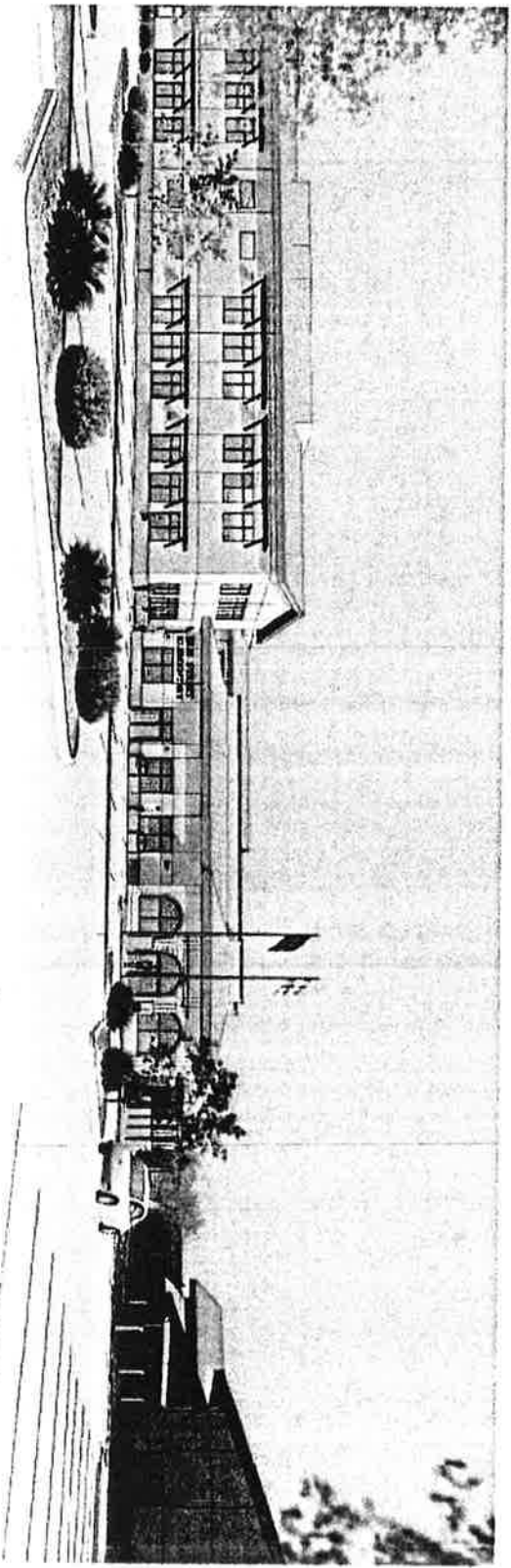


SPACE LEGEND

- Academic Area
- Food Service
- Support Space

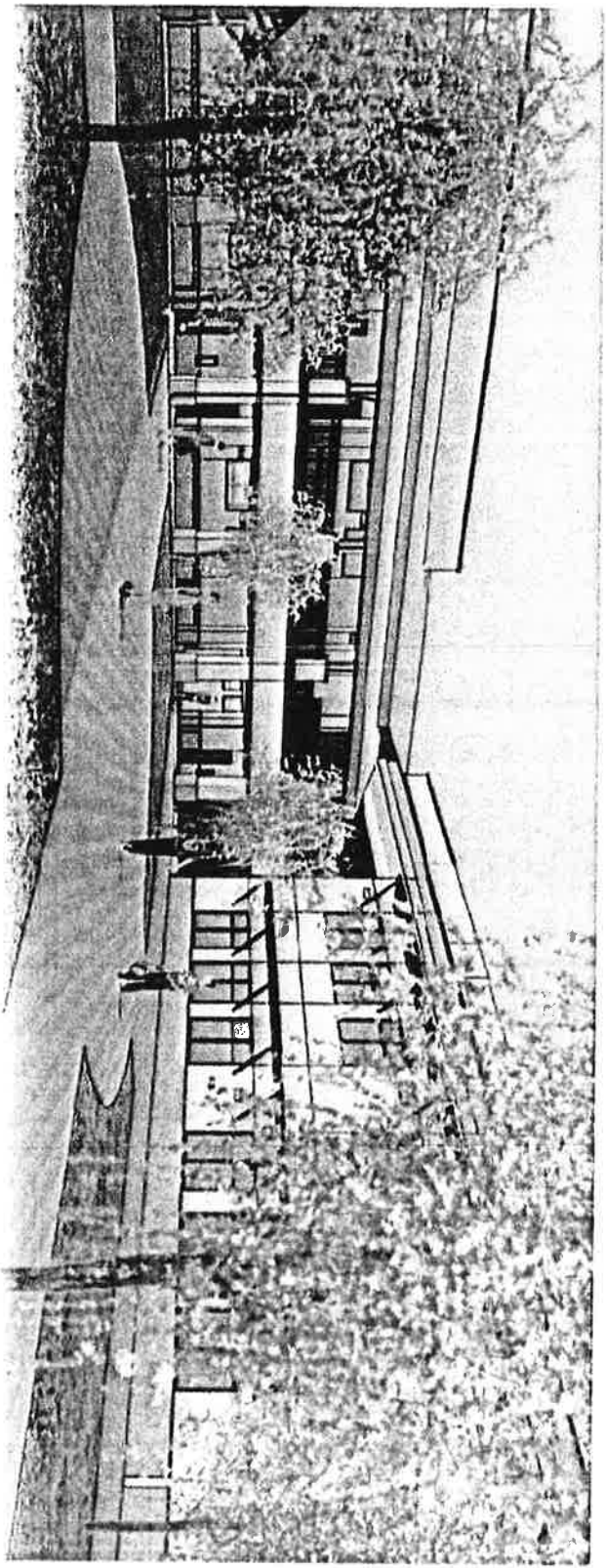


ELM STREET ELEMENTARY SCHOOL
PERSPECTIVE VIEW #1



CAMPUS ENTRY

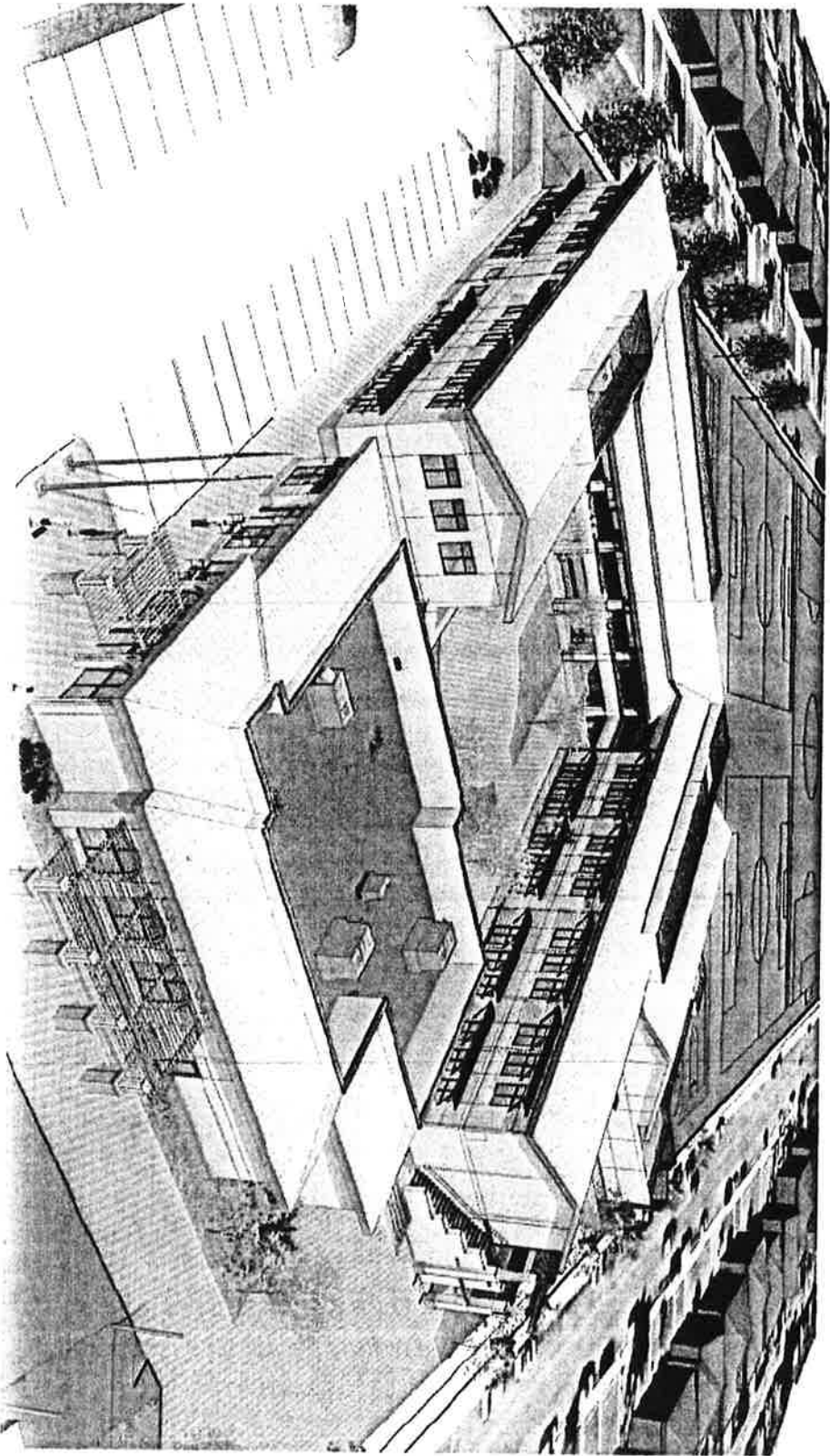
OXNARD MVB



CENTRAL COURTYARD

ELM STREET ELEMENTARY SCHOOL
PERSPECTIVE VIEW #3

OXNARD MVD



AERIAL VIEW

ELM STREET ELEMENTARY SCHOOL
PERSPECTIVE VIEW #4

OXNARD MVB

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
 - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
 - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new

buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- (iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or

reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

- (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.
 - (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures

- (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

- (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear
 - (v) Identify and define the scope of the technology backbone system.
 - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - (vii) All major electrical equipment should be scheduled indicating size and capacity.
 - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage)

motor control centers, panels, transformers and emergency generators, if required.

- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) **Presentation:**

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.
 - (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

- (ii) Structural:
 - (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
 - (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.
- (vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.

- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
 - (ii) Structural:

Completed structural floor plans and sections with detailing well advanced.
 - (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
 - (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
 - (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.
 - (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.
 - (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:

- (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - (c) All electrical equipment schedules completed.
 - (d) Special system components plans completed.
 - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.

- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.

- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).

- (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

- (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
 - (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
 - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The

original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a

condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.

- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "C"

DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project No. 5: Elm Reconstruction

Architect of Record: MVE Institutional, Inc. ("MVEI")

MVEI has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of MVEI, 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.

MVE Institutional, Inc. _____ 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 for
Business and Fiscal Services

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-imburseables, 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 (middlestadt@ctvinc.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 25th 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.

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**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

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: _____

Proper Name of Contractor: ABC MVS INSTITUTIONAL

Signature: [Handwritten Signature]

By: Robert Simmons

Its: President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
PER SCHEDULE ON FILE

PROJECT/LOCATION OF COVERED OPERATIONS:

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is 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 such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. 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, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

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" for such additional insured. 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 additional insured when the additional insured is also 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 the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured 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 the person or organization shown in the Schedule 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS 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.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL EFFECTS |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph 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.

B. 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 a covered "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.

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

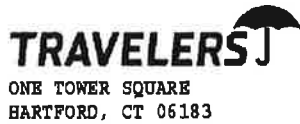
b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (XJUB-3565T10-9-13)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3 .0 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Item 6 of the Declarations to include:

POLICY	LIMITS (000 OMITTED)	COVERAGE	COMPANY
UB-3565T109-13	1,000	EACH ACCIDENT	EMPLOYER'S LIABILITY TIL
	1,000	AGGREGATE EMPLOYEE DISEASE	
	1,000	EACH EMPLOYEE DISEASE	
BA-5076L172-13	1,000	EACH OCCURRENCE	AUTO LIABILITY TIL
680-4852L708-13	1,000	EACH OCCURRENCE	GENERAL LIABILITY TIL
	2,000	PROD/COMP OPS AGG	
	2,000	GENERAL AGGREGATE	

"(If you have any employee exposure in the State of New York, the Employers Liability Limits are applicable only to bodily injury to your "non-subject employees" as defined under Rule VIII - Limits of Liability, A.2., of the WC/EL Manual of the State of New York)"

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 4/19/17

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

 X Facilities

SECTION D: ACTION

SECTION F: BOARD POLICIES

_____ **1st Reading** _____ **2nd Reading** _____

Approval of Amendment #003 to Agreement #13-121 for SVA Architects to provide additional Architectural Services for the Elm School Reconstruction Project (Morales/Cline/CFW)

At the October 16, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-121 with MVE Institutional (now and going forward known as SVA Architects) to provide Architectural Services to complete the design for the Elm School Reconstruction Project (Project).

Amendment #003 and the attached proposal received from SVA Architects are for the design of a new sewer line that will run along Elm Street connecting to Saviers Road. The existing sewer system surrounding Elm Elementary School has been deemed by the city to be inadequate.

FISCAL IMPACT:

Forty-Four Thousand Eight Hundred Fifty Dollars and No Cents **[\$44,850.00]** to be paid out of Master Construct & Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve Amendment #003 to Agreement #13-121 with SVA Architects for the Elm Reconstruction Project for additional architectural and engineering services.

ADDITIONAL MATERIAL(S):

- Amendment #003, SVA Architects (1 Page)
- SVA Architects, Inc. Proposal, dated February 21, 2017 (2 Pages)
- Agreement #13-121 SVA Architects (formerly known as MVE Institutional) (96 Pages)

**Amendment No. 003 to Architect
Services Agreement #13-121**

At the October 16, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-121 with MVE Institutional (now and going forward known as SVA Architects) to provide Architectural Services to complete the design for the Elm School Reconstruction Project (Project).

Amendment #003 and the attached proposal received from SVA Architects are for the design of a new sewer line that will run along Elm Street connecting to Saviers Road. The existing sewer system surrounding Elm Elementary School has been deemed by the city to be inadequate.

The combined sum for the additional services total:

Forty-Four Thousand Eight Hundred Fifty Dollars and No Cents (\$44,850.00)

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on October 16, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 003 and represent that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

SVA ARCHITECTS, INC.:

By: _____
Robert Simons, Principal

Date:

AMENDMENT NO. 3

Architect:	SVA Architects, Inc. ("Architect") 3 MacArthur Place, Suite 850 Santa Ana, CA 92707	Client:	Oxnard School District ("Client") 1051 South A Street Oxnard, CA 93030
Architect Contact:	Mel Tan, Tom Bardwell	Client Contact:	Scott Burkett, Caldwell Flores Winters, Inc. Dr. Cesar Morales, Oxnard School District
Agreement Date:	October 16, 2013 ("Agreement")	Amendment Date:	February 21, 2017 ("Amendment")
Project Name:	Project 5 – Elm Reconstruction ("Project")	Description:	New Sewer Main along Elm Street
Job No:	2013-40159.802	Client Ref:	n/a

A. Scope of Services

SVA and its Civil Engineer ("Rick Engineering") shall provide the following services in accordance with the terms and conditions of the Agreement:

1. Provide new sewer main along Elm Street connecting to Saviers Road.
2. Provide the following Civil scope:
 - a. Provide additional boundary survey, due to the work being done outside of the original project limits, for a Record of Survey pursuant to Business and Code sections.
 - b. Plot the right-of-way along Elm Street to the intersection of Saviers Road based on a boundary survey and review of existing mapping. Plot the plottable easements along the project limits.
 - c. Perform a field survey along Elm Street to Saviers Road for the required street sections for the proposed sewer improvement plans.
 - d. Prepare and process through the City of Oxnard the sewer improvement plans, including plan and profile design along the new Elm Street Elementary site project boundary for approximately 1,000 linear feet along Elm Street to the connection to the existing sewer along Saviers Road.
 - e. As a result of Option 1, the on-site sewer will need to be redesigned to work with the new public point of connection. This redesign will be submitted to DSA.
 - f. After DSA approval, the City of Oxnard required that the on-site fire services for the hydrant system be made into a public system running through the campus with a 15' recorded easement. This caused revisions and redesign of all of the other utility systems including the domestic and storm drain. Scope assumes the Precise Grading Plan will need to be resubmitted to DSA and the City of Oxnard for approval.
 - g. The City of Oxnard also required the recordation of a 15' access easement along the length of the fire service. Preparation of a Legal and Plat to be included in the easement document, processing, and recordation to be provided by others.
 - h. Processing and recording fees to be provided by the District.
 - i. Additional research and coordination for on-site design and connections.

B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Forty-Four Thousand Eight Hundred and Fifty Dollars (\$44,850.00)** as follows:


Service	Fee
SVA Architects, Inc.	\$12,400.00
Rick Engineering	\$32,450.00
Total	\$44,850.00

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.



It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

Architect:	SVA Architects, Inc.
Signature:	
Printed Name:	Robert Simons, AIA Lic. No. C18301
Title:	President & Partner
Date:	2/21/2017

Approved and Accepted:

Client:	Oxnard School District
Signature:	
Printed Name:	Dr. Cesar Morales
Title:	
Date:	

AGREEMENT #13-121 FOR ARCHITECTURAL SERVICES

BETWEEN

MVE INSTITUTIONAL, INC.

AND

OXNARD SCHOOL DISTRICT

OCTOBER 16, 2013

FOR

PROJECT 5 – ELM RECONSTRUCTION

received
10/16/13

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services ("**Agreement**") is entered into on this 16th day of **October, 2013** by and between **MVE Institutional, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "**Architect**"), with a business address at 3 MacArthur Place Suite 850, Santa Ana CA 92707 and the Oxnard School District, a California public school district ("**District**"), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the "**Project**") and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District's Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District's staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
 - 1.1.1 "**Addendum**" shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 "**Additional Services**" shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
 - 1.1.3 "**Agreement**" shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 "**Architect**" shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.
- 1.1.19 “Construction Budget” shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.
- 1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 “Constructability Review” shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.
- 1.1.30 “District” shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 **“Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval is maintained.
- 1.1.61 **“SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 **“Time Impact Analysis”** or **“TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

- 2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District’s review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect’s review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect’s behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3 **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

SECTION 4 **SERVICES**

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.
- The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.
- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits B and C**.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

One Million One Hundred Twenty Five Thousand Dollars and No Cents (\$1,125,000.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases

Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 Invoices. Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 **DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 **COMPENSATION FOR REIMBURSABLE SERVICES**

5.4.1 **PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed **FIFTY THOUSAND DOLLARS NO CENTS (\$50,000.00)**. The following is the **EXCLUSIVE** list of reimbursable expenses:

5.4.2.1 **Travel and Mileage.** The Architect 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 Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

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

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an Approval Letter from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an Invoice Cover Sheet indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR PROJECT 5 – ELM RECONSTRUCTION. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the 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 prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.
- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the 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 the Architect's sole and exclusive compensation and the District shall have no liability to the Architect 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.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.

- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget

limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special Testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below.

Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8

PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable

allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. 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.

SECTION 10 **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations,

estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their

respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4 **Survival of Indemnities.** The provisions of this Section shall survive the termination of this Agreement.
- 11.2 **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1 **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.2.4.4 The 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.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

- 12.1 RESOLUTION OF CLAIMS.** Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

- 12.2 RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

- 12.3.1 By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

- 12.3.2 By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13 **NOTICES**

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received 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. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,

Program Manager

ATTN: Yuri Calderon, Chief Operating Officer

6425 Christie Ave., Suite 270

Emeryville, CA 94608

TO ARCHITECT:

MVE Institutional, Inc.

Robert Simons, Principal

3 MacArthur Place Suite 850

Santa Ana, CA 92707

With original copy to:

Oxnard School District

ATTN: Dr. Cesar Morales, Superintendent

1051 South A St.

Oxnard, CA 93030

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

- 14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.
- 14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.
- 14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.
- 14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
- 14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.
- 14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.
- 14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.
- 14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

- 14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).
- 14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the 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 the 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 the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.
- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

- 15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.
- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect 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 the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect 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, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: Robert J. ...

Title: President

Date: 10.10.13

District

By: Lisa A. Franz

Title: Director, Purchasing

Date: 10-13-13

EXHIBIT "A"

PROJECT

September 4, 2013

Robert Simons, Principal
MVE Institutional
3 MacArthur Place Suite 850
Santa Ana, CA 92707

Architect Selection Package for Project 5 – Elm Elementary School (K-5)

Dear Mr. Simons,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #5: Elm Campus Replacement**. This project is herein referred to as "Project 5". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Project 5 Summary

Project 5 will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Elm campus with adaptations provided to meet specific requirements for form, function, circulation, site context, efficiency and budget. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) or alternated method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6th, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 5.

Detailed Description

Enclosed in this package is a detailed description of Project 5, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Elm campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.
Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package for Project 5
Reconstruction of Elm School

Prepared by:
Caldwell Flores Winters
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

ARCHITECT SELECTION PACKAGE

DETAILED DESCRIPTION PROJECT 5 - DESIGN & RECONSTRUCT ELM K-5 SCHOOL

PROJECT REQUIREMENTS

The Elm school site currently exists on a 6.1 acre site. Project 5 includes the construction of a new school and the demolition of the existing school. Elm Elementary School currently serves approximately 767 students in grades K-6. Elm is planned to be reconfigured to serve up to 600 students per state standard in grades K-5. The school was constructed in 1948 and last modernized in 2003. The new Elm campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 600 students per State standards in grades K-5 including 20 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 Resource Specialist Program (RSP) room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, student information center (library), food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work. The total "all in" budget for the site is \$20,170,543 including demolition and site work (soft and construction costs combined, including contingencies). The site will continue to operate within existing facilities during construction. The existing facilities will be demolished once the new facilities are completed and students are moved into the new facilities.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a "Re-Use of Plans" effort for this project which is further described in a later section. Adaptations may be required to meet specific requirements for form, function, circulation, site context, and budget. The proposed configuration for Elm must allow for the construction of the new facilities while the existing facilities remain in operation during construction, therefore eliminating the need for interim housing.

Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than January 23, 2014. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence in August 2014 and be substantially complete by September, 2015.

SITE BACKGROUND & COMMUNITY

Established in 1948, Elm Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Elm K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Elm community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

EDUCATIONAL PROGRAM VISION

Elm Elementary School will implement an education strand program in the fall of 2014 to provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. The design team should be mindful of the vision for the form and function of school facilities.

SITE MAP & CONFIGURATION GUIDELINES

The Elm site is bounded by Elm Street, Gisler Avenue, Fir Avenue, and Montrose Street. Most of the current campus building mass is situated along the eastern half of the site and thus permits construction of new facilities to take place on the western half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that promote setbacks from Elm and Fir in order to reduce the impact of building massing on nearby homes.

Final placement of new buildings on the site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space. There is no requirement that buildings relate to the surrounding street grid at right angles, and therefore firms may find it constructive to explore options that position structures at alternate angles. Parking should accommodate a minimum of 70 vehicles and may make more efficient use of available space when bus and vehicle drop-off is provided at curbside locations along Montrose, Fir, and/or Elm.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion.

APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

Elm Elementary Specifications (K-5 Schools)			
<i>Design & Reconstruct School to K-5 Specifications for 600 students</i>			
Description	Quantity	Units	Total
Classrooms			19,680
Classrooms - Estimate 20 rms @ 960 sf ea.	19,200	sf	
RSP	480	sf	
Kindergarten			6,440
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
Administration			4,515
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

Description	Quantity	Units	Total
Student Information Center			2,700
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Textbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room			5,375
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
Food Service			3,600
Serving/Prep Kitchen	350	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	2,800	sf	
Custodial Services	100	sf	
Restrooms	1,800	sf	1,800
Total Building Quantity			44,110
Sitework			
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	

MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

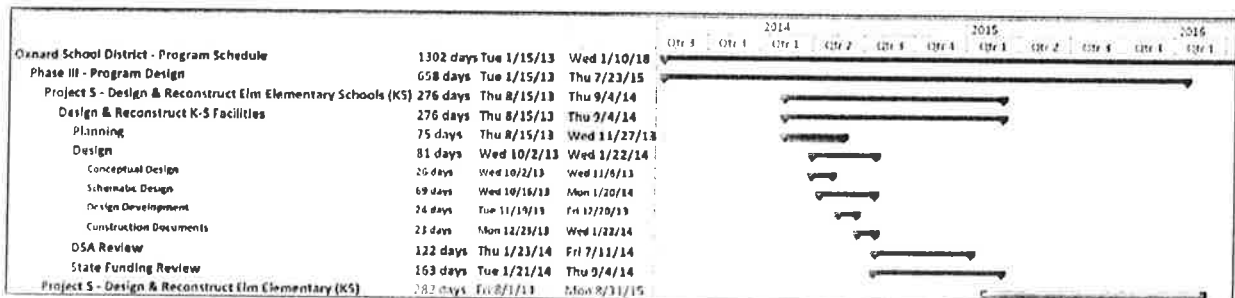
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

Elm Elementary School K-5		
Project	Year	Budget
Design & Reconstruct Elm Elem. K-5	2014/2015	
Demolition		\$1,155,000
Sitework		\$5,272,143
Classrooms		\$5,378,057
Kindergarten		\$2,035,314
Administration		\$1,631,850
Media Center		\$975,857
Multi-Purpose Room		\$2,111,607
Food Service		\$832,857
Restrooms		\$777,857
Est. Total		\$20,170,543

Much of the functionality in Elm's learning and administrative spaces is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the interior design vision, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized. Therefore, the above budget also incorporates the cost of appropriate furniture, fixtures and equipment within each project category. Design teams will be provided with the corollary Elm Facilities Vision & Description document for specific guidance on the necessary FF&E for the Elm campus.

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



III. METHOD OF SELECTION

BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Elm site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Elm elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 5. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Elm site for all interested teams. Please do not visit the site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff

and district facilities as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 5 selection package sent to prequalified firms: September 4
- Participating teams notify CFW of their intent to provide a proposal: September 5
- Conduct site visits: September 10
- Participating teams submit final proposals: September 13, no later than 4:00pm
- Project Review Committee to interview each design team: September 17
- Project Review Committee to attend Architect designated site tours of completed campuses proposed for “re-use”: September 19
- Final selection to be announced to winning firm and commencement of contract negotiation: September 20

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Elm project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 5 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 5. Project summaries should include:
 - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. *See attachment A –Cost Comparison Sheet.*
 - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
 - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
 - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.

- e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
3. Discuss the firm’s approach to designing “from the inside out” such that facilities provided by the “re-use” project accommodate the District’s established vision and description for 21st century learning spaces and incorporate required furnishings, fixtures, and equipment. See *attachment B – Elm K-5 Facilities Vision & Description*.
4. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
5. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
6. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.
7. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
8. Provide a brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 5 (maximum of 4 pages of drawings per proposed “re-use” project site). Firms are requested to submit their response within a single file in PDF format via email (use of FTP download link, Hightail, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at ycalderon@cfwinc.com by no later than 4:00pm PDT, Friday, September 13, 2013.

The Project is Amended As Follows:

Background

All architectural firms participating in the Elm Elementary School selection process, including MVE Institutional (MVEI) agreed as part of their participation to adjust initial proposed plans in order to match District expectations for use and functionality of the Elm campus. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

Pursuant to this mutual understanding, the Project is hereby amended to reflect the design concepts proposed by MVEI in the presentation submitted on September 24, 2013. The design is based on Tustin Unified School District's Orchard Hills K-8 School in Irvine, CA, repurposed to serve as a K-5 school and revised as needed to comply with the Oxnard School District's educational specifications, program vision, and other design changes reflected in the 9/24/13 submittal.

The proposed re-use project shall be further revised as required to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve a DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.


The proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Elm community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original approved Project Budget of \$20,170,543, with original Construction Budget of \$16,003,323, inclusive of owner controlled contingency of \$1,186,479.

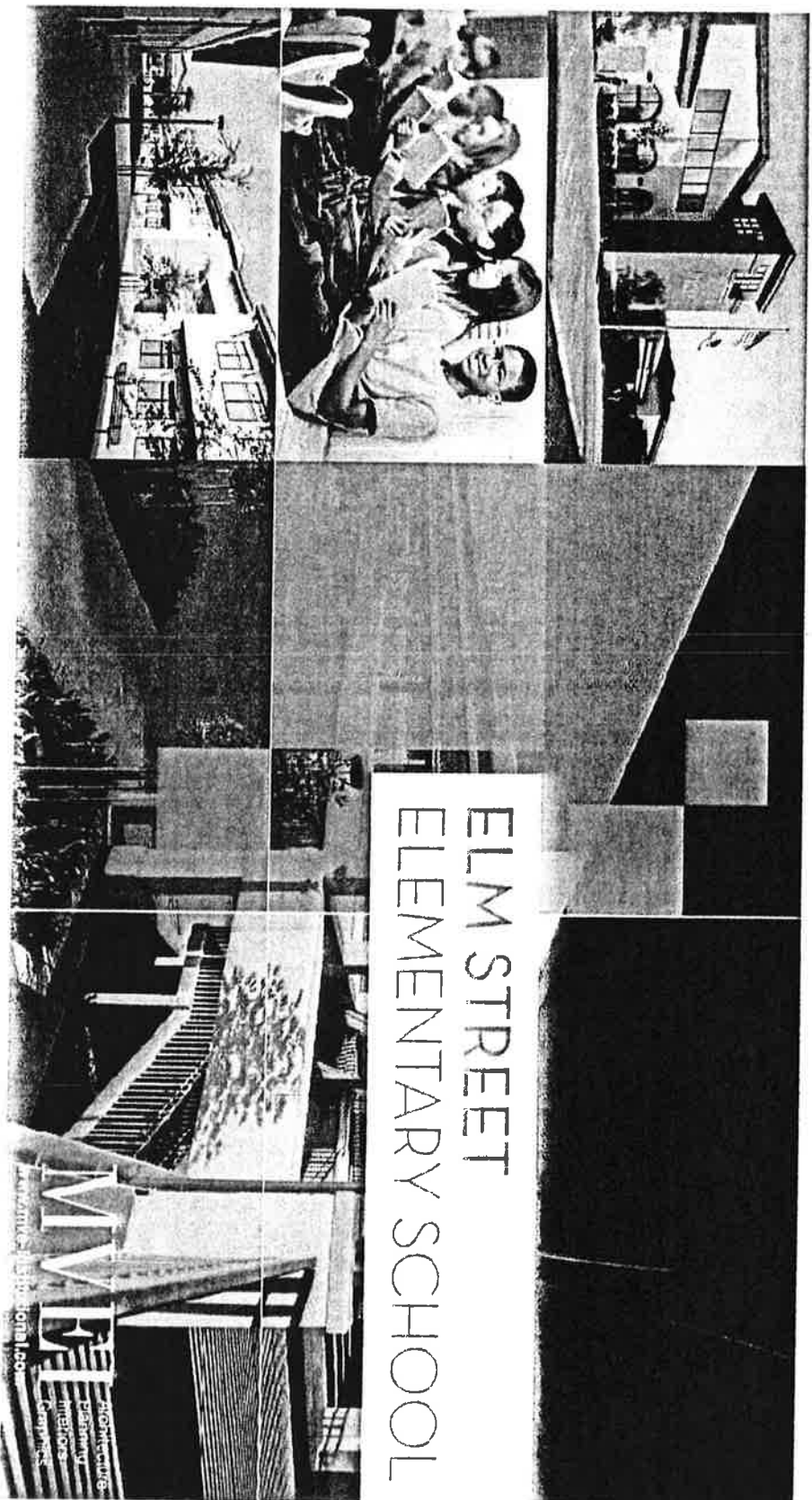
Acceptance of Project Amendment:

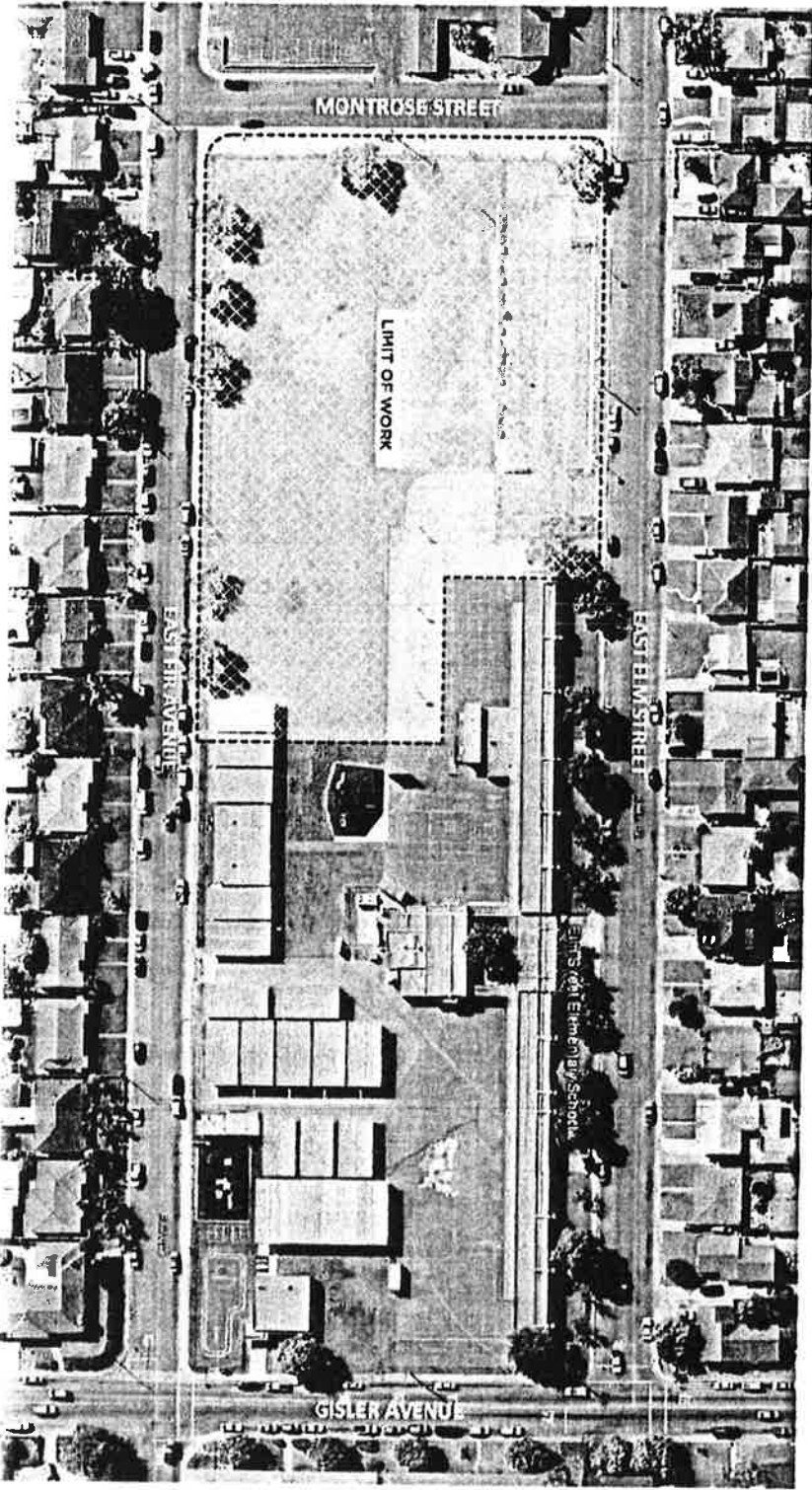
Accepted by MVEI 
Signed _____ Date 10.10.13

Accepted by District 
Signed _____ Date 10-18-13

OXNARD SCHOOL DISTRICT

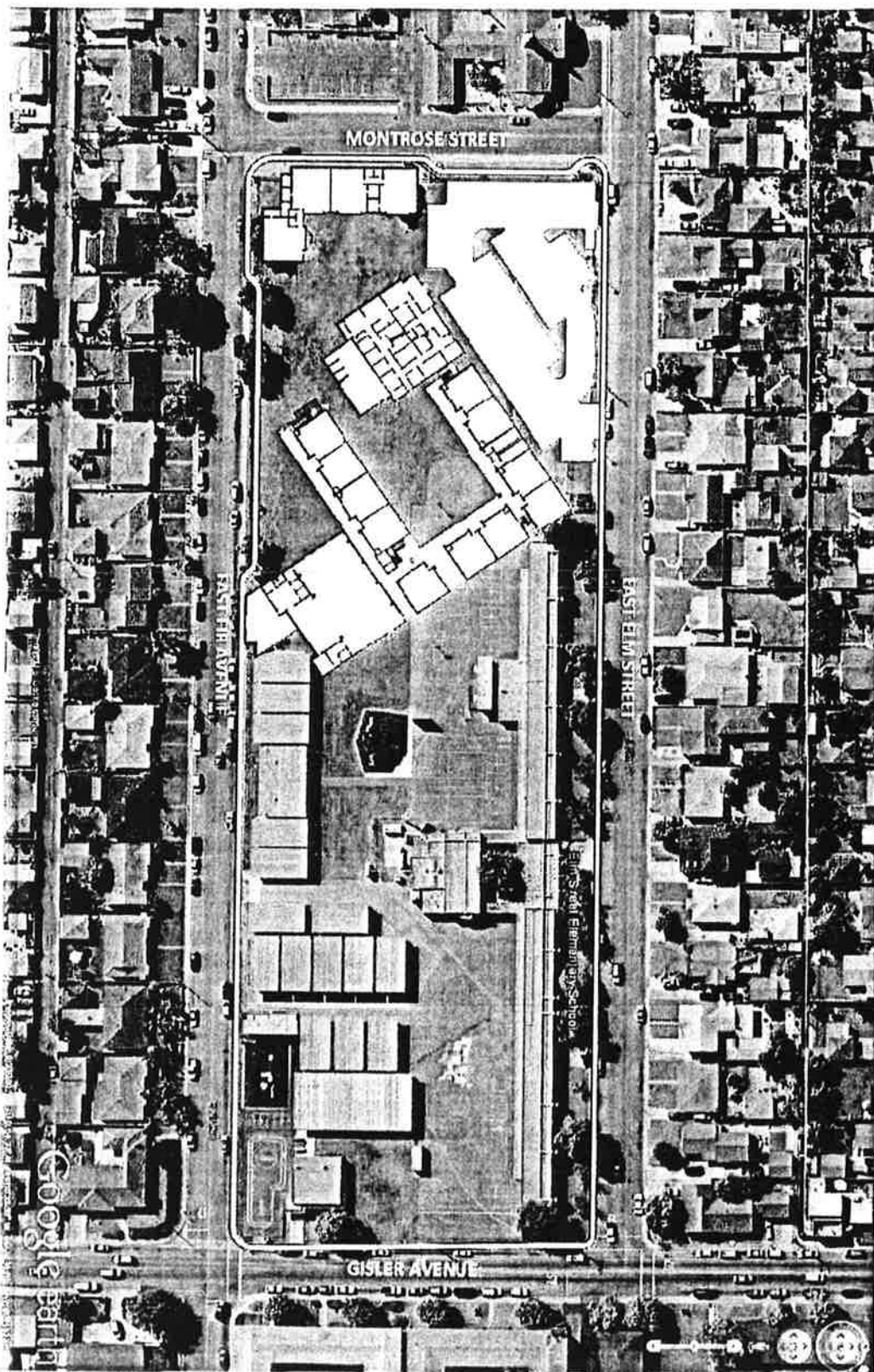
ARCHITECT SELECTION PACKAGE FOR PROJECT 5 -
ELM STREET ELEMENTARY SCHOOL

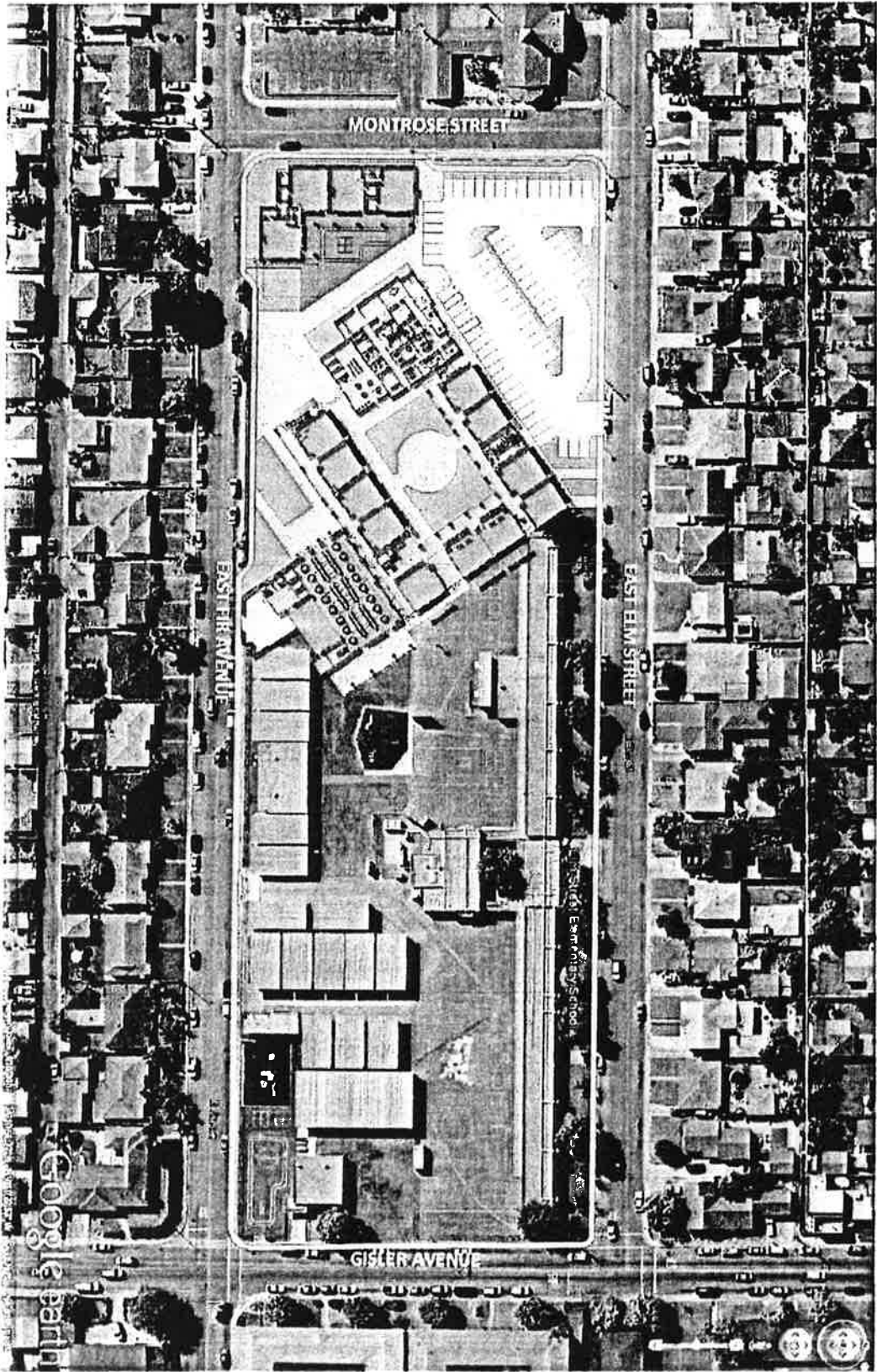




ELM STREET ELEMENTARY SCHOOL
PHASING PLAN

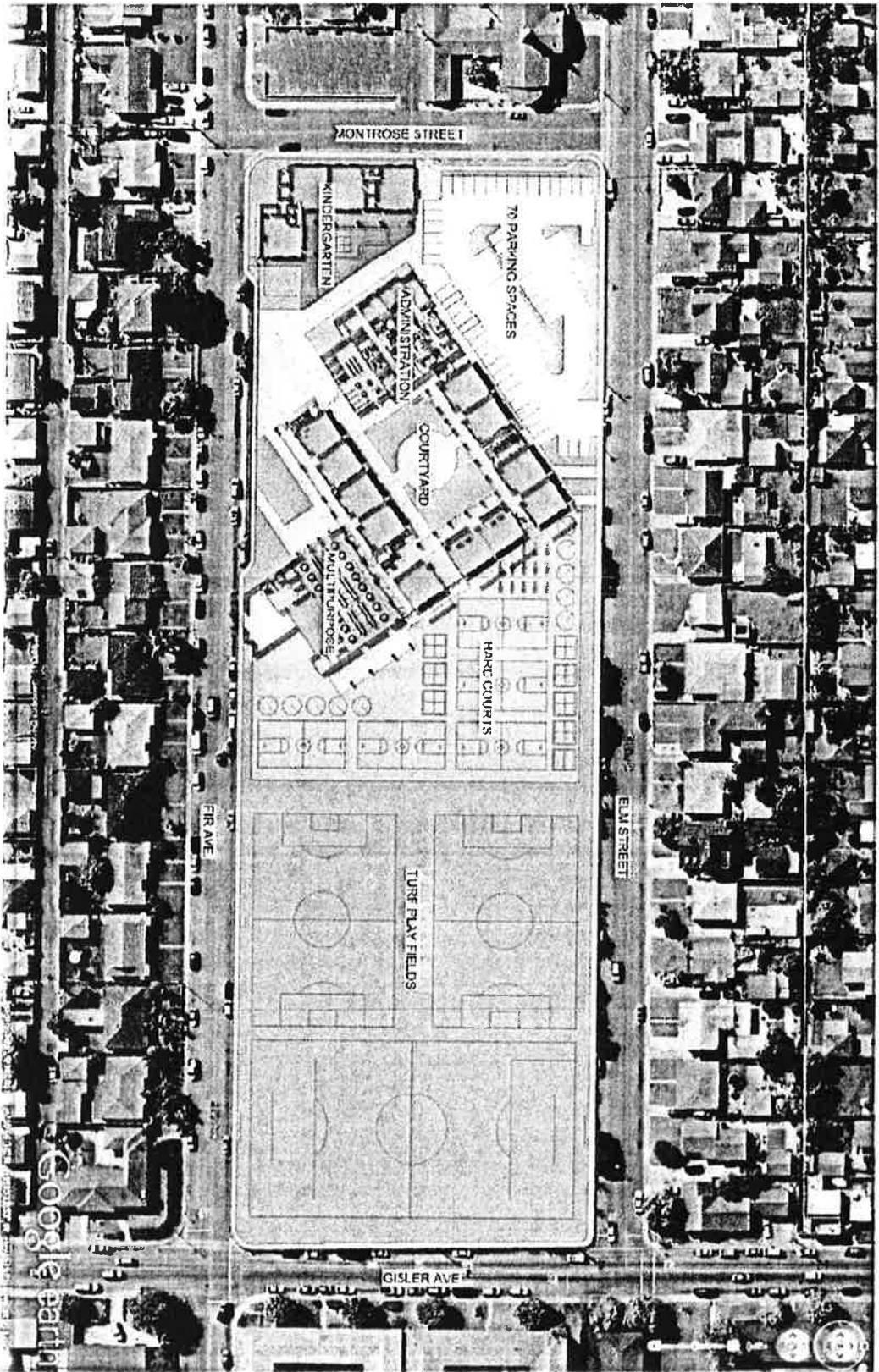
OXNARD MAP





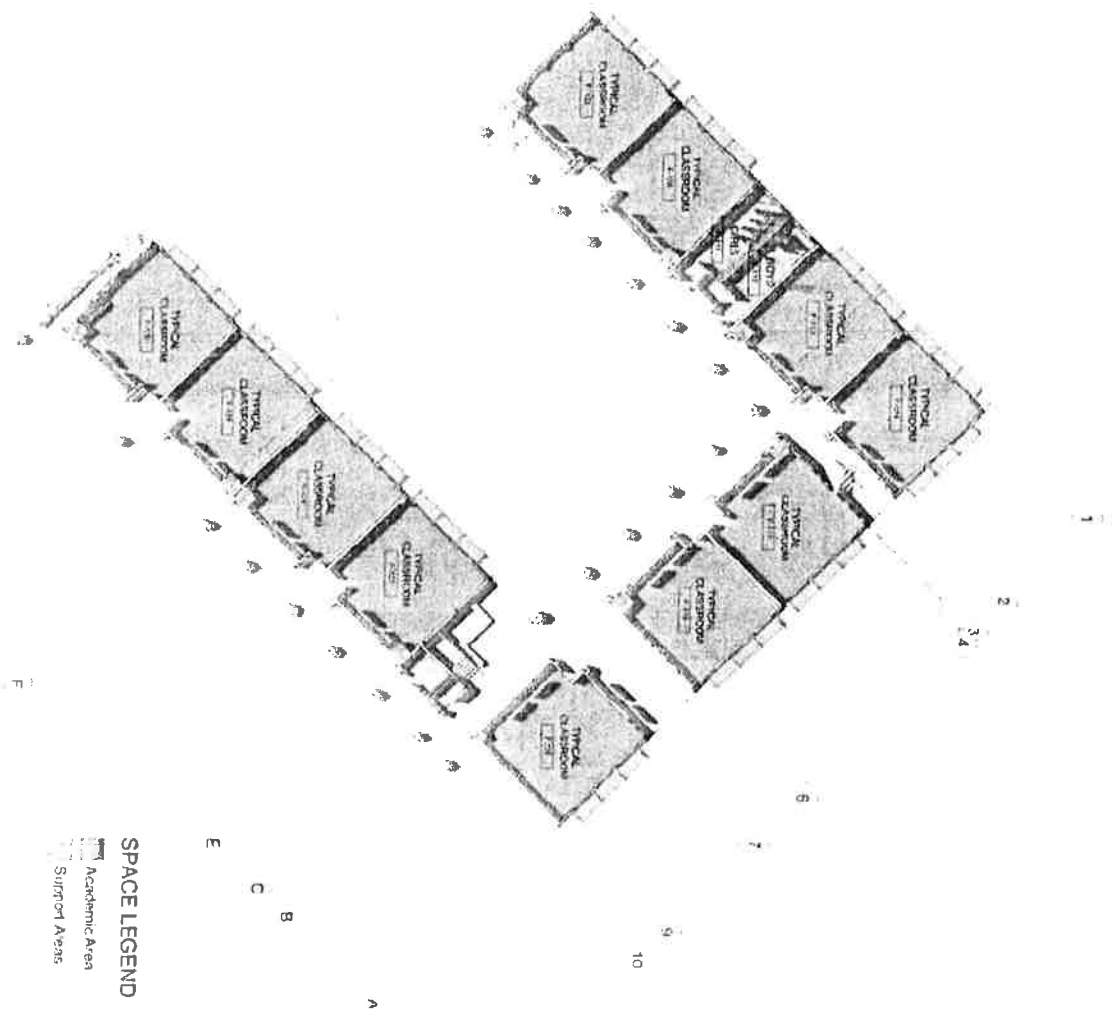
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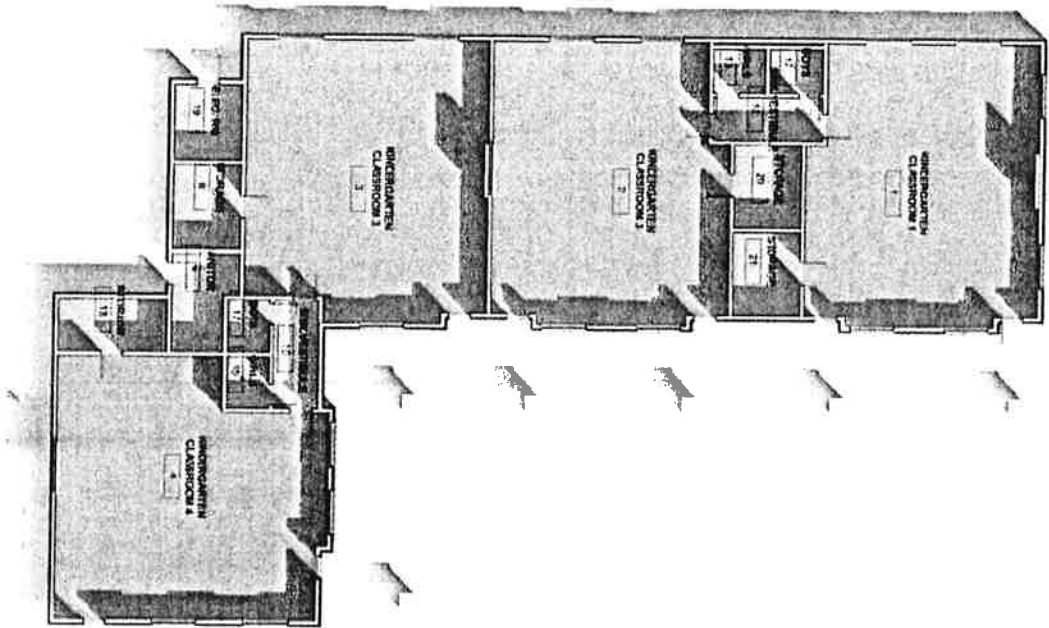


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OXNARD MAPS

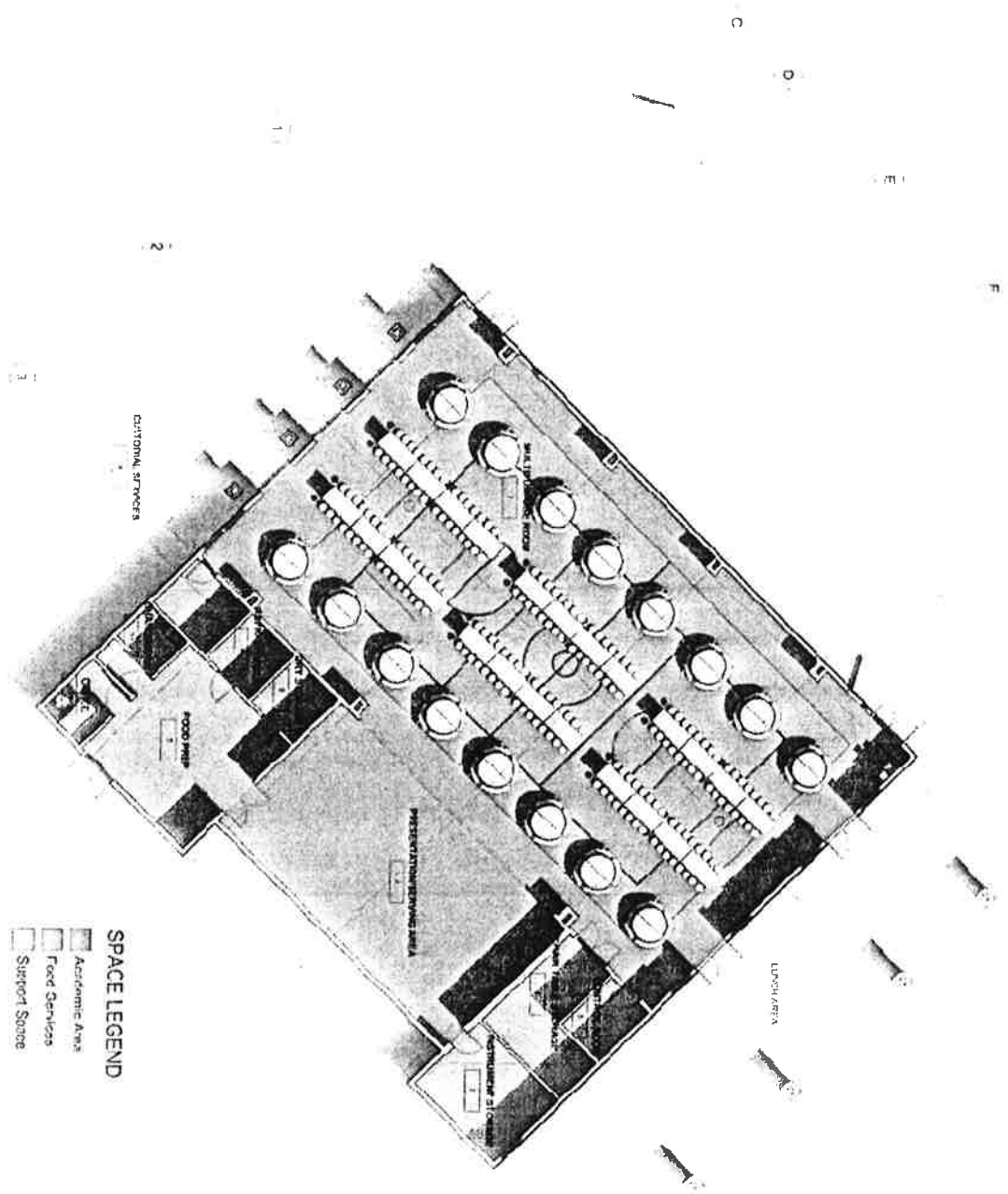


SPACE LEGEND
Academic Area
Support Areas



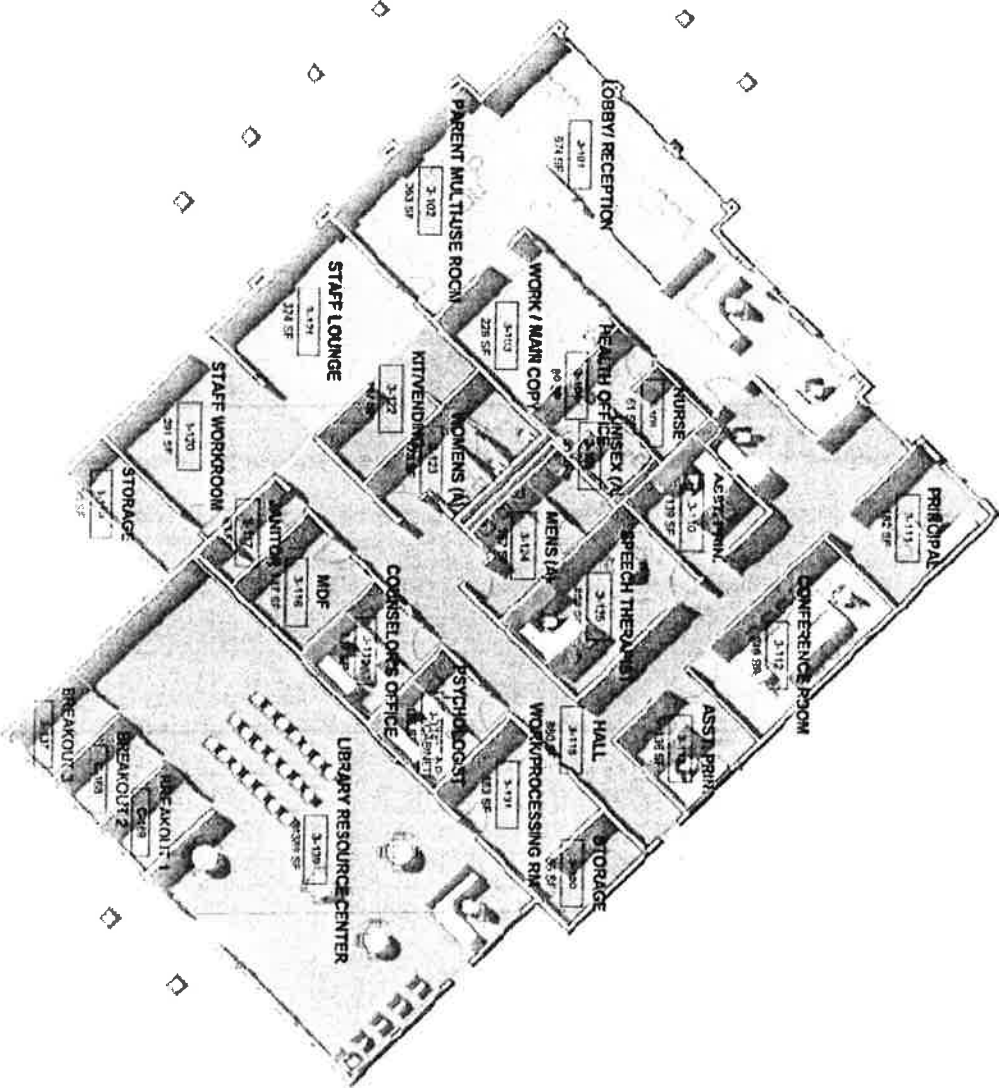
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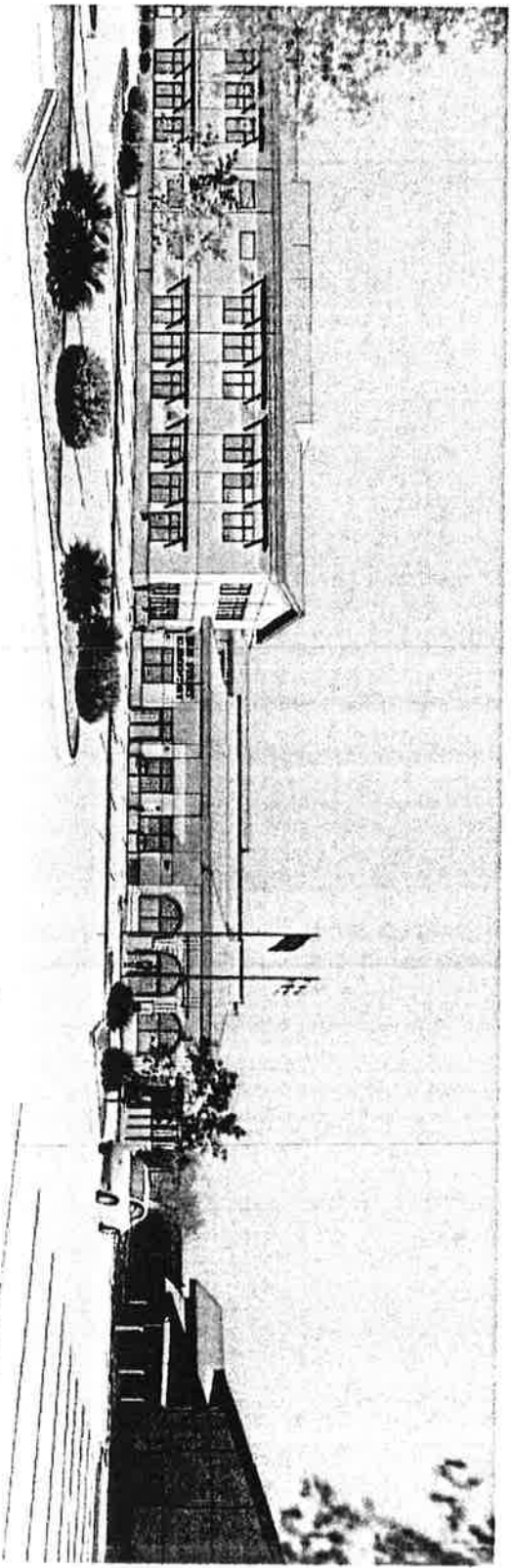
- Academic Area
- Academic Support
- Support Areas



SPACE LEGEND

- Academic Area
- Food Service
- Support Space

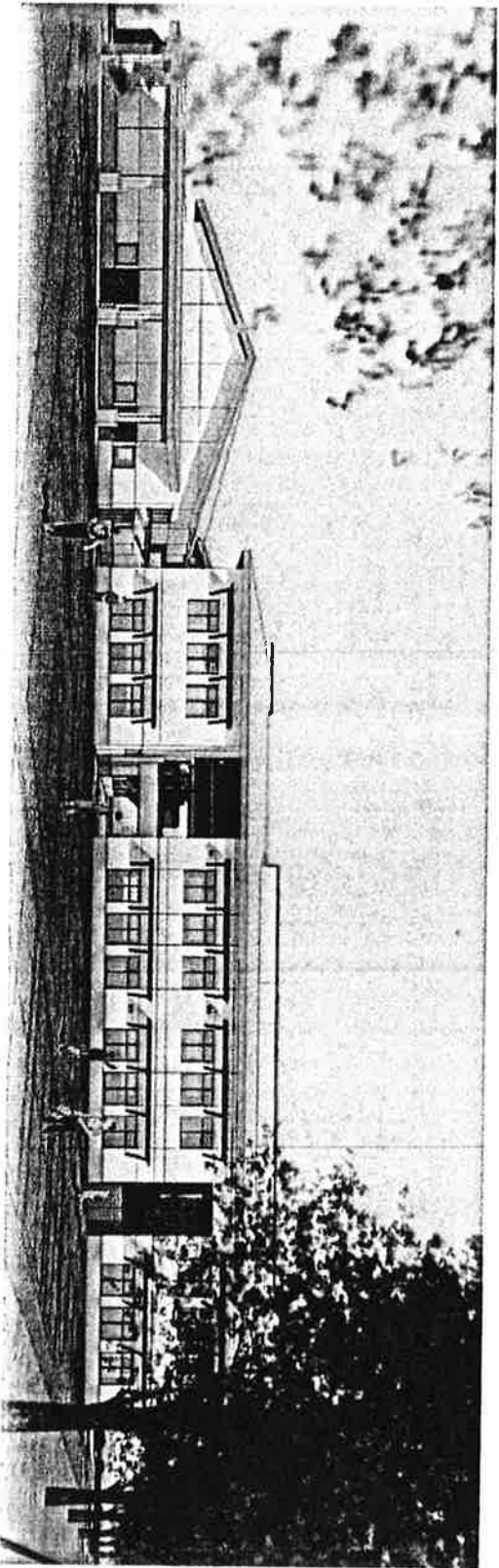




CAMPUS ENTRY

ELM STREET ELEMENTARY SCHOOL
PERSPECTIVE VIEW #1

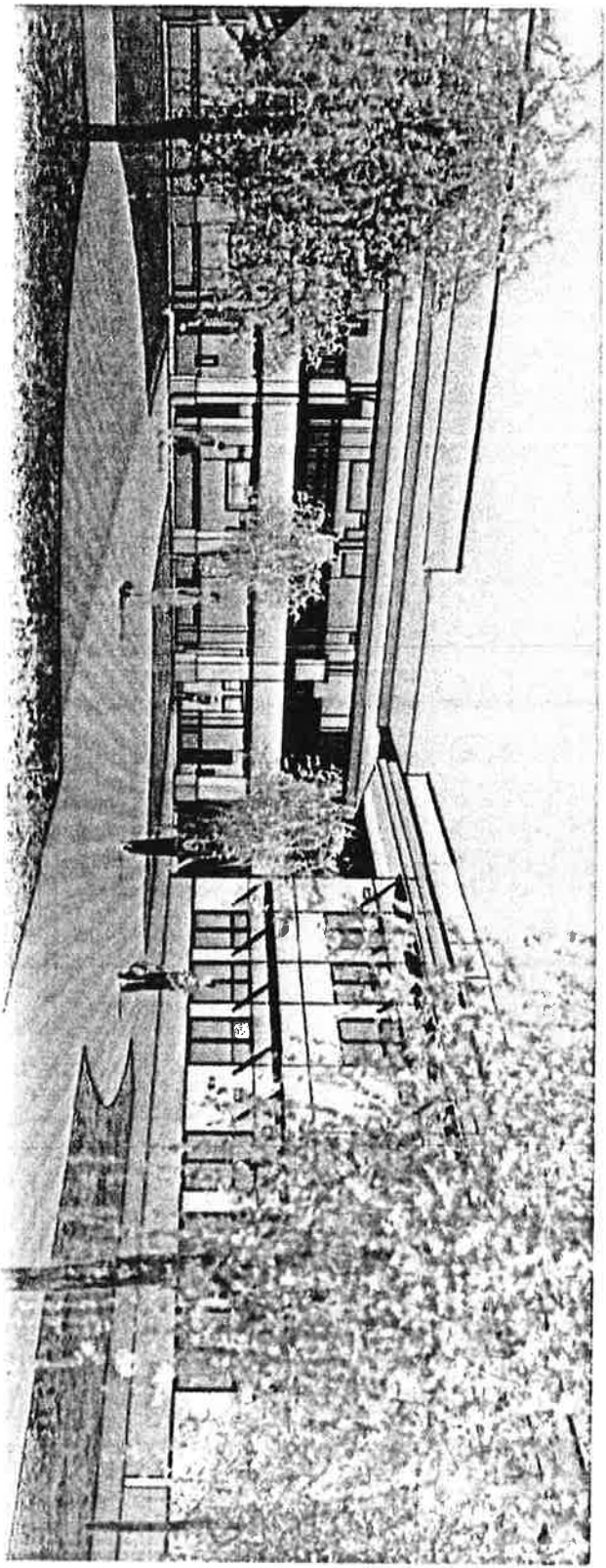
OXNARD MVB



TWO STORY CLASSROOM BUILDING

ELM STREET ELEMENTARY SCHOOL
PERSPECTIVE VIEW W/10/17/99

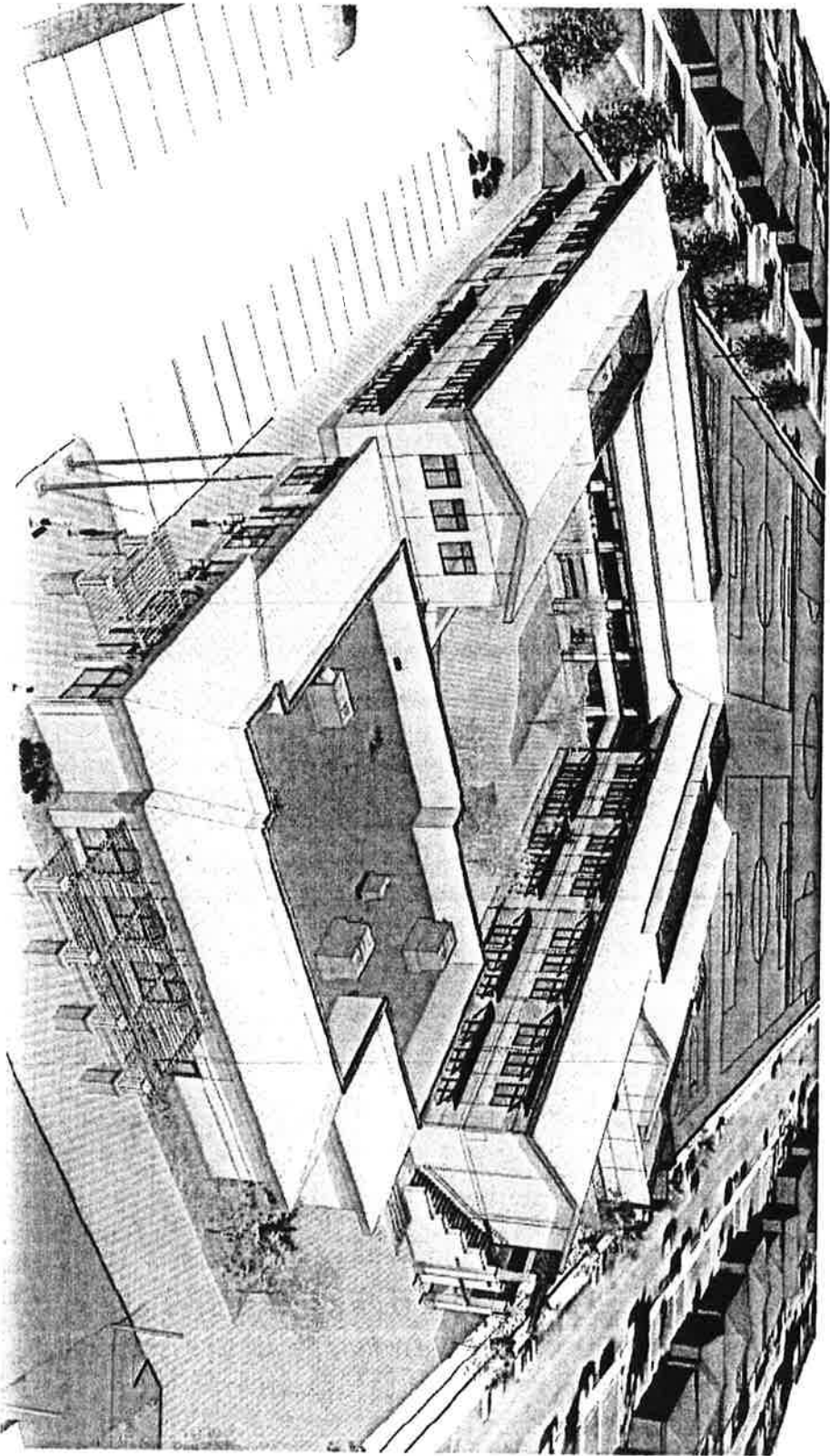
OXNARD [VIR] [S]



CENTRAL COURTYARD

ELM STREET ELEMENTARY SCHOOL
PERSPECTIVE VIEW #3

OXNARD MVD



AERIAL VIEW

ELM STREET ELEMENTARY SCHOOL
PERSPECTIVE VIEW #4

OXNARD MVB

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
 - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
 - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new

buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- (iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or

reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

- (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.
 - (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures

- (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

- (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear
 - (v) Identify and define the scope of the technology backbone system.
 - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - (vii) All major electrical equipment should be scheduled indicating size and capacity.
 - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage)

motor control centers, panels, transformers and emergency generators, if required.

- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) **Presentation:**

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.
 - (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

- (ii) Structural:
 - (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
 - (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.
- (vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.

- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
 - (ii) Structural:

Completed structural floor plans and sections with detailing well advanced.
 - (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
 - (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
 - (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.
 - (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.
 - (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:

- (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - (c) All electrical equipment schedules completed.
 - (d) Special system components plans completed.
 - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.

- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.

- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).

- (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

- (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
 - (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
 - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The

original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a

condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.

- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "C"

DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project No. 5: Elm Reconstruction

Architect of Record: MVE Institutional, Inc. ("MVEI")

MVEI has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of MVEI, 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.

MVE Institutional, Inc. _____ 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 for
Business and Fiscal Services

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-imburseables, 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 (middlestadt@ctvinc.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 25th 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.

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**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

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: _____

Proper Name of Contractor: ABC MVS INSTITUTIONAL

Signature: [Handwritten Signature]

By: Robert Simmons

Its: President



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/19/2013

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (312) 381-1000 FAX (A/C. No.): (312) 381-7007		
	E-MAIL ADDRESS:		
INSURED MVE INSTITUTIONAL, INC 3 MacArthur Place, Suite 850 Santa Ana, CA 92707 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES	CERTIFICATE NUMBER: 570052021512	REVISION NUMBER:
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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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			680-4852L708-TIL-13 General Liability	09/29/2013	09/29/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-5076L172-13-GRP Auto	09/29/2013	09/29/2014	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 type="checkbox"/> RETENTION			CUP-7229Y504-13-47 Umbrella	09/29/2013	09/29/2014	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XJUB-3565T10-9-13 Workers Compensation	09/29/2013	09/29/2014	<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
B	Archit&Eng Prof			014781388 Architects & Engineers	09/29/2013	09/29/2014	PerClaim/Aggregate	\$2,000,000
							PerClaimDeductible	\$100,000

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

2013-40121 - Project 3 Lemonwood Reconstruction
2013-40159 - Project 5 Elm Construction
Additional Insureds: District, its Board of Trustee and each member thereof, its officers, employees, agents and designated volunteers as respect the General Liability. Waiver of subrogation in favor of the Additional Insureds as respect the General, Auto Liability and Workers Compensation. Professional Liability retro date June 1, 1989.
AM Best Ratings: Travelers Indemnity Co of Ct. A+XV, Travelers Property Cas Co of America A+XV, Lexington Insurance Company AXV

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

Holder Identifier :

Certificate No : 570052021512



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
PER SCHEDULE ON FILE

PROJECT/LOCATION OF COVERED OPERATIONS:

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is 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 such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. 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, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

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" for such additional insured. 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 additional insured when the additional insured is also 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 the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured 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 the person or organization shown in the Schedule 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS 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.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL EFFECTS |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph 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.

B. 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 a covered "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.

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

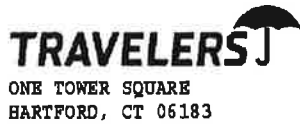
b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (XJUB-3565T10-9-13)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3 .0 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Item 6 of the Declarations to include:

POLICY	LIMITS (000 OMITTED)	COVERAGE	COMPANY
UB-3565T109-13	1,000	EACH ACCIDENT	EMPLOYER'S LIABILITY TIL
	1,000	AGGREGATE EMPLOYEE DISEASE	
	1,000	EACH EMPLOYEE DISEASE	
BA-5076L172-13	1,000	EACH OCCURRENCE	AUTO LIABILITY TIL
680-4852L708-13	1,000	EACH OCCURRENCE	GENERAL LIABILITY TIL
	2,000	PROD/COMP OPS AGG	
	2,000	GENERAL AGGREGATE	

"(If you have any employee exposure in the State of New York, the Employers Liability Limits are applicable only to bodily injury to your "non-subject employees" as defined under Rule VIII - Limits of Liability, A.2., of the WC/EL Manual of the State of New York)"

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of Dispersal No. 005 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 a 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 #15-198 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. 005 provides a combination of eleven (11) proposed Change Order items due to discrepancies or errors in the Construction Documents. Contractor Contingency Allocation No. 005 will not increase Contract Time.

FISCAL IMPACT

Contractor Contingency Allocation No. 005 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Sixty-Four Thousand Three Hundred Seventy-Nine Dollars and Sixty Cents** (\$64,379.60). 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. 005 will be **Two Hundred Fifty-Seven Thousand Nine Hundred Eighteen Dollars and Thirty-Five Cents**. (\$257,918.35).

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 005 to Construction Services Agreement #15-198 with Swinerton Builders, for eleven (11) additional items of Work related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIAL

Attached:

- *Contingency Allocation No. 005 (3 Pages)*
- *Swinerton PCI No. 0082 (15 Pages)*
- *Swinerton PCI No. 0111 (8 Pages)*
- *Swinerton PCI No. 0112 (11 Pages)*
- *Swinerton PCI No. 0113 (11 Pages)*
- *Swinerton PCI No. 0114 (10 Pages)*
- *Swinerton PCI No. 0121 (7 Pages)*
- *Swinerton PCI No. 0155 (9 Pages)*
- *Swinerton PCI No. 0156 (9 Pages)*
- *Swinerton PCI No. 0157 (8 Pages)*
- *Swinerton PCI No. 0158 (9 Pages)*
- *Swinerton PCI No. 0159 (9 Pages)*
- *Construction Services Agreement #15-198 (19 Pages)*



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: April 19, 2017

CONTRACTOR CONTINGENCY ALLOCATION NO. 005

PROJECT:	LEMONWOOD K-8 RECONSTRUCTION PROJECT	OWNER:	Oxnard School District
O.S.D. BID No.	N/A		1051 South A Street
O.S.D. Agreement No.	15-198		Oxnard, CA. 93030

ARCHITECT	SVA Architects, Inc.
	3 MacArthur Place, Suite 850
	Santa Ana, CA 92707

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.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$ 747,709.00
NET CHANGE - ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATIONS	(\$ 425,411.05)
ADJUSTED CONTINGENCY SUM	\$ 322,297.95
NET CHANGE -	(\$ 64,379.60)
Total Contingency Allocations to Date:	(\$ 489,790.65)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.:005	\$ 257,918.35

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 0082 Add required beams and beam buckets not shown on plans		\$32,212.68		
2.	PCI 0111 Add waste and vent piping for drinking fountain in Kindergarten Building		\$4,458.62		
3.	PCI 0112 Add insulated hot water piping from EWH-3 to L-1 in RR 1-129		\$669.67		
4.	PCI 0113 Increase CW pipe size from ¾" to 1" in rooms 1-101 and 1-201		\$545.34		
5.	PCI 0114 Increase CW pipe from ¾" to 1 ¼" and 1" in rooms 118, 119, 120, 233 and 234		\$545.34		
6.	PCI 0121 Gas line and CD line changes per HVAC relocation in B32		\$1,496.39		
7.	PCI 0155 Add waste and vent piping for two 2" roof receptors at the Kindergarten Building		\$3,926.39		
8.	PCI 0156 Reroute under slab waste and vent in rooms 116 & 117 to be within confines of room		\$8,332.66		
9.	PCI 0157 Add 3" vent piping at the boys' and girls' restrooms (1-123 and 1-126)		\$4,176.14		
10.	PCI 0158 Add 2" waste and vent piping per RFI 074		\$4,907.98		
11.	PCI 0159 Add waste and vent piping at Classroom Building Room 1-212		\$3,108.39		
	Totals		\$64,379.60		

Total Contractor Contingency Allocation Approval No. 005 \$64,379.60

**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:_____



March 10, 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. 0082 RFI 0147 Add beam buckets and beams

*Why - 3/15/17
 Design Contingency remaining
 \$322,000. current.
 Check labor rates -*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Furnish and install beam buckets not shown in contract documents to complete framing at exterior walkways

*3/21/17
 Contingency allowance*

Phase	Category	Description	Subcontractor	Quote
051200	71140	Modify steel columns, add beam buckets	BECK STEEL, INC.	22,219.00
061000	71140	Add min. 6x12 low beam (bottom to align with bottom of ceiling joist) along grid D between 3 to 5. Applicable for ceiling at 1st and 2nd floor.	ABDELLATIF ENTERPRISES, INC. Labor	2,290.16
061000	71140	Add min. 6x12 low beam (bottom to align with bottom of ceiling joist) along grid D between 3 to 5. Applicable for ceiling at 1st and 2nd floor.	ABDELLATIF ENTERPRISES, INC. Material	5,025.84
Subtotal				29,535.00
007480	71160	Subguard	1.15%	339.65
007410	71160	Builders Risk	0.6%	179.25
007420	71160	General Insurance	1.15%	343.56
007510	71160	P&P Bond	1%	295.35
991000	79999	Change Order Fee	5%	1,519.87
Markup Subtotal				2,677.68
PCI Total				32,212.68

CF.

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **32,212.68.**

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

3/21/17 TB 3/21/17 Kex 3/21/17



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 request 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.

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: _____

3/10/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00147

To:	SVA ARCHITECTS, INC.	RFI Date:	11/10/2016
Attention:	Tom Bardwell	Date Due:	11/15/2016
CC:	Paul Vernier	RFI Type:	Structural
	Dick Jones	Priority:	Normal
	David Chieng	Schedule/Activity ID:	
	Peter Sarkis	Document Reference:	
		Spec Section:	61000
		Status:	Accepted

Subject: Exterior Soffit Edge Support Along D Line

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Reference A1-11.5. Please provide ceiling soffit edge detail to be used along D Line between grids 3 and 5. Per structural S-112A there are 6x14 beams up high along D line but how does the soffit wall connect to the beam above to support the ceiling framing. A similar conditions exist at the second floor soffit along D line as well. Please confirm same detail can be used at the roof level as well.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 11/14/2016

Add min. 6x12 low beam (bottom to align with bottom of ceiling joist) along grid D between 3 to 5. Applicable for ceiling at 1st and 2nd floor.

ATTACHMENTS:



Lemonwood Change Order 8

Additional Cost associated with RFI 147.

Description: Plans did not show support details for the coridor soffits. RFI 147 is requiring us to install new 6x12 beams for soffit support. This pricing is for the material and installation of the 6x12 beams only.

New material

Labor

31 hours	Install and bolt added 6x12s	Rate	\$ 64.24	hour	\$ 1,991.44
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Material

10 pc	6x12x22' DF #1 dry	\$ 207.00	\$ 2,070.00
6 pc	6x12x10' DF #1 dry	\$ 169.36	\$ 1,016.16
2 pc	6x12x18' DF #1 dry	\$ 94.00	\$ 188.00
8	HUC612	\$ 25.89	\$ 207.12
52	5/8"x7" machine bolts	\$ 2.25	\$ 117.00
52	5/8" nuts	\$ 0.35	\$ 18.20
150	LUS26	\$ 0.75	\$ 112.50

Material Tax	\$ 291.40
---------------------	-----------

Material delivery	\$ 350.00
--------------------------	-----------

Subtotal	\$ 6,361.82
-----------------	-------------

Profit and Overhead	15%	\$ 954.27
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Change order Total	\$ 7,316
---------------------------	-----------------

beck steel inc.

January 23, 2017

Swinerton
865 S. Figueroa Street, Suite 3000
Los Angeles, Ca 90017
(805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction
Job # 1624 BCP# 4

Nalani,

Please find below our estimated cost associated with scope changes as a result of RFI #147; add buckets and plates at (38) locations. This work was done on T&M Tickets.

The scope of the change is as follows:

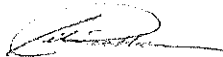
Detailing		\$0
Engineering		\$0
Material	(38 buckets and 38 - 1/4" plates)	\$455
Joists		\$0
Deck		\$0
Other Buyouts		\$0
Fab Farmout		\$0
Freight		\$200
Tax on Material		\$5
	Subtotal:	\$660
	15% Markup:	\$99
Total Field Cost per Attached:		\$20,438
	5% OH&P	\$1,022
	Subtotal:	\$22,219
Bond Cost:		\$167
Total Change Order Request:		\$22,386

Requested Change in Subcontract Time due to this change (Calendar Days) 6

The requested extension to the Subcontract Schedule reflects 1 additional days for fabrication and 5 for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,



Colin Peckham/ cf
Project Manager
Beck Steel, Inc.
(909) 376-9119



PRO STEEL ERECTORS, INC.

180 South First Street Ste 13
Dixon, Ca. 95620
(714) 465-5354
(830) 463-6013 fax

January 3, 2017

Shift 1 Rate

Beck Steel, Inc
401 N. Loop 289
Lubbock, TX 79403

ATTN: Randy Young

RE: # 1624 Lemonwood Elementary School

DESCRIPTION

COR # 5R1

RFI # 147

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

DESCRIPTION

Field fabrication 38 buckets and drag plates to columns at Building 1.

Grind paint off previously installed columns. Set up fab shop. Layout on plates. Tack bucket to plate and weld out. Tack buckets to columns and weld out of boomlift.

See attached T&M tickets for 11/29, 12/5-12/7, 12/12.

General Foreman Shift 1	28 mh @	\$ 107.86 /mh	\$ 3,020.08
Ironworker Foreman Shift 1	36 mh @	\$ 102.05 /mh	\$ 3,673.80
Journeyman Ironworker Shift 1	4 mh @	\$ 96.76 /mh	\$ 387.04
Apprentice Shift 1	32 mh @	\$ 90.77 /mh	\$ 2,904.64
	100 Hrs		\$ 9,985.56
	Qty	Unit	
Subsistence	3	5.00 each	\$ 20.00 /ea/day \$ 300.00
Travel	2	2.00 each	\$ 25.00 /ea/day \$ 100.00
Steel Trade Consumables			\$ 3.87 /hr \$ 387.00
Small Tools			\$ 3.04 /hr \$ 304.00
Safety Equipment			\$ 2.15 /hr \$ 215.00
Field Truck			\$ 30.00 /hr \$ 1,920.00
Weld Std	2	34.00 /hr	\$ 26.40 /hr \$ 1,795.20
Forklift 8 K	1	12.00 /hr	\$ 53.59 /hr \$ 643.08
Boomlift 60 - 64'	1	44.00 /hr	\$ 48.23 /hr \$ 2,122.12
		Sub Total	\$ 17,771.96
		Markup 15%	\$ 2,665.79
		Total	\$ 20,437.75

?? labor rates

??
??
??

Days added to the schedule 5 work days
REMOBILIZATION LOST PRODUCTIVITY: 0 work days

Exclusions and conditions are similar to those for existing contract work.

Please call if you have any questions or concerns.

Sincerely,
PRO STEEL ERECTORS, INC.

Lisa Anderson



PRO STEEL ERECTORS, INC.
 180 South First Street Suite #13
 Dixon, Ca. 95620

Time & Material Sheet

No 11772

PROJECT: Lemonwood
 DATE: 11/29/16

JOB # <u>1624</u>	T&M #	RFI PENDING
PCO/FWO #	RFI # <u>147</u>	WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error <input type="checkbox"/>	Error in Concrete, Embeds or Anchor Bolts <input type="checkbox"/>	WORK COMPLETE Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Incomplete Shop Fabrication <input type="checkbox"/>	Work Directed by Controlling Contractor <input checked="" type="checkbox"/>	
Claim for Lost Time or Productivity <input type="checkbox"/>	Other: <input type="checkbox"/>	

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK S-113A E1000

PIECE MARKS INVOLVED 1014 C1 quantity (3) columns 6 buckets

DESCRIPTION OF ADDITIONAL WORK Grind paint off previously installed columns. Shoot in elevation 9'-1" above finish floor, set up fab shop layout on plates tack bucket to plate and weld out. tack buckets to columns and weld out of beam left.

Sub

FIELD LABOR						Select Shift <input checked="" type="checkbox"/> 1, <input type="checkbox"/> 2, or <input type="checkbox"/> 3			
FIW	JIW	IW	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Jeremy Dunn	<input type="checkbox"/>	4		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Ron Jackson	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dave Jaramillo	<input type="checkbox"/>	4		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Crane(s)		Y/N			Mag Drill		Y/N		
Forklift		Y/N			Rotor Hammer		Y/N		
Boom Lift	40'	Y/N	1	8	Air Comp		Y/N		
Scissor Lift		Y/N			Truck	F550	Y/N	1	4
Welding Machine	300	Y/N	2	6	Fire Blanket/Shield		Y/N		
LN25	LN25	Y/N	2	6	Other:		Y/N		
Smoke Eater		Y/N			Other:		Y/N		
50ft lead		Y/N	4	6	Other:		Y/N		
Torch		Y/N			Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit
<u>232 072 welding wire</u>	<u>1 Roll</u>	

Swingerton Builders
 CONTRACTOR
[Signature]
 CONTRACTOR'S REPRESENTATIVE
 Date 11/29/16

Jeremy Dunn
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
[Signature]
 AUTHORIZATION TO PROCEED T&M WORK BY
 Date 11/28/16



PRO STEEL ERECTORS, INC.
 180 South First Street Suite #13
 Dixon, Ca. 95620

Time & Material Sheet

№ 11774

PROJECT: Lemonwood
 DATE: 12/5/16

JOB # <u>1624</u>	T&M #	RFI PENDING
PCO/FWO #	RFI # <u>147</u>	WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error Error in Concrete, Embeds or Anchor Bolts
 Incomplete Shop Fabrication Work Directed by Controlling Contractor
 Claim for Lost Time or Productivity Other: _____

WORK COMPLETE
 Yes No

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

PIECE MARKS INVOLVED 107 PI Simpson buckets

DESCRIPTION OF ADDITIONAL WORK: layout and tack buckets to 3/4 x 7/8 x 3/16 plate. weld out bucket to plates. shoot in elevation 9'-1" above finish floor 1st & 2nd. Grind paint prior to welding tack and fit up. weld out of boom lift. used Forklift to unload material and to move around. made 14 buckets to plate. tacked in 14. Welded out 8 of 14.

Sub = 3 Travel = 2

FIELD LABOR						Select Shift <input checked="" type="checkbox"/> 1, <input type="checkbox"/> 2, or <input type="checkbox"/> 3			
FIW	JIW	IW	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Jeremy Dunn	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Ron Lawson	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Dave Bramillo	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Cranes(s)		Y/N			Mag Drill		Y/N		
Forklift	8x	<input checked="" type="checkbox"/> N	1	8	Rotor Hammer		Y/N		
Boom Lift	60'	<input checked="" type="checkbox"/> N	1	8	Air Comp		Y/N		
Scissor Lift		Y/N			Truck	FSSO	Y/N	1	8
Welding Machine	300	<input checked="" type="checkbox"/> N	2	8	Fire Blanket/Shield		Y/N		
LN25	LN25	<input checked="" type="checkbox"/> N	2	8	Other:		Y/N		
Smoke Eater		Y/N			Other:		Y/N		
50ft lead		Y/N	4	8	Other:		Y/N		
Torch		Y/N			Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SWINERTON BUILDERS
 CONTRACTOR
CHRIS BARBATO Date 12/5/16
 CONTRACTOR'S REPRESENTATIVE

Jeremy Dunn
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
Ch. Barbo Date 12/5/16
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 180 South First Street Suite #13
 Dixon, Ca. 95620

Time & Material Sheet

№ 11775

PROJECT: Lemon wood
 DATE: 12/6/16

JOB # 1624 T&M #
 PCO/FWO # RFI # 147 RFI PENDING
 WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error <input type="checkbox"/>	Error in Concrete, Embeds or Anchor Bolts <input type="checkbox"/>	WORK COMPLETE Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Incomplete Shop Fabrication <input type="checkbox"/>	Work Directed by Controlling Contractor <input checked="" type="checkbox"/>	
Claim for Lost Time or Productivity <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>	

DRAWINGS, SKETCHES OR RFF'S; LOCATION OF WORK D-line 4-5 line RFI 4 F

PIECE MARKS INVOLVED 10 TPI Pls to Simpson buckets

DESCRIPTION OF ADDITIONAL WORK welded out ~~6~~ previous installed buckets raked up and welded out to more 12 total for the day welded the 6 new buckets to the plate. Used boom lift to weld upper floor. All buckets installed 9-1 above finish floor

Sub

FIELD LABOR

Select Shift 1, 2, or 3

FIW	FIW	JW	IW	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Jeremy Dunn	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Ron Lawson	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Duke Jaramillo	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Crane(s)		Y/N			Mag Drill		Y/N		
Forklift		Y/N			Rotor Hammer		Y/N		
Boom Lift	60	Y/N	1	8	Air Comp		Y/N		
Scissor Lift		Y/N			Truck	8950	Y/N	1	8
Welding Machine	300	Y/N	2	8	Fire Blanket/Shield		Y/N		
LN25	LN25	Y/N	2	8	Other:		Y/N		
Smoke Eater		Y/N			Other:		Y/N		
50ft lead		Y/N	4	8	Other:		Y/N		
Torch		Y/N			Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SUMERTON
 CONTRACTOR
Ch. Burt Date 12/7/16
 CONTRACTOR'S REPRESENTATIVE

Jeremy Dunn
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
Ch. Burt Date 12/7/16
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
180 South First Street Suite #13
Dixon, Ca. 95620

Time & Material Sheet

№ 11776

PROJECT: <u>Lemonwood</u>	JOB # <u>1024</u>	T&M #	RFI PENDING
DATE: <u>12/7/16</u>	PCO/FWO #	RFI # <u>147</u>	WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error <input type="checkbox"/>	Error in Concrete, Embeds or Anchor Bolts <input type="checkbox"/>	WORK COMPLETE Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Incomplete Shop Fabrication <input type="checkbox"/>	Work Directed by Controlling Contractor <input checked="" type="checkbox"/>	
Claim for Lost Time or Productivity <input checked="" type="checkbox"/>	Other: _____ <input type="checkbox"/>	

DRAWINGS, SKETCHES OR RFIs; LOCATION OF WORK 1 line 12 line A-C

PIECE MARKS INVOLVED 10701 Plates Simpson buckets

DESCRIPTION OF ADDITIONAL WORK Welded, layout of buckets to 3/8" plate. Sheet in elevation given prior to welding fit up and layout. used hoist to weld. Made to buckets and installed. (Sub)

FIELD LABOR						Select Shift <input checked="" type="checkbox"/> 1, <input type="checkbox"/> 2, or <input type="checkbox"/> 3				
FW	FIW	JW	IW	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Jeremy Dynn	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Ron Lawson	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Dave Mainello	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Crane(s)		Y/N			Mag Drill		Y/N		
Forklift		Y/N			Rotor Hammer		Y/N		
Boom Lift	<u>BOE</u>	Y/N	2	8	Air Comp		Y/N		
Scissor Lift		Y/N			Truck	<u>F550</u>	Y/N	1	8
Welding Machine	<u>300</u>	Y/N	8	8	Fire Blanket/Shield		Y/N		
LN25	<u>LN25</u>	Y/N	2	9	Other:		Y/N		
Smoke Eater		Y/N			Other:		Y/N		
Soft pad		Y/N	4	8	Other:		Y/N		
Tire		Y/N			Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SWINERTON
CONTRACTOR
[Signature]
CONTRACTOR'S REPRESENTATIVE
Date 12/7/16

PRO STEEL ERECTORS, INC. REPRESENTATIVE
[Signature]
AUTHORIZATION TO PROCEED T&M WORK BY
Date 12/7/16



PRO STEEL ERECTORS, INC.
 180 South First Street Suite #13
 Dixon, Ca. 95620

Time & Material Sheet

No. 11779

PROJECT: LEARNWOOD 1614 JOB # 1614 TSM # _____ REF PENDING
 DATE: 12/12/16 PCO FWO # _____ RFR # 147 WHO _____
 CATEGORY OF WORK (CHECK ALL THAT APPLY)
 Installation or Detail Error _____ Error in Concrete Embeds or Anchor Bolts _____
 Incomplete Shop Fabrication _____ Work Directed by Controlling Contractor
 Claim for Lost Time or Productivity Other _____ WORK COMPLETE
 Yes No

DRAWINGS, SKETCHES OR RFI'S, LOCATION OF WORK
Column 5106C & 1002.01 E of 1100.5 line
2 BUCKETS PER Column
PIECE MARKS INVOLVED 107 P1-4-5ty / simpson buckets 97y ft
RFI # 147 VERIFY TFM ONLY

DESCRIPTION OF ADDITIONAL WORK
LAY-OUT, GRIND Column, WELDED, ASSEMBLED AND
IN STALL 4 BUCKET
 (Sub)

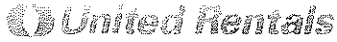
FIELD LABOR						Select Shift <input checked="" type="checkbox"/> 1, <input type="checkbox"/> 2, or <input type="checkbox"/> 3			
FW	FW	FW	FW	FW	Other	Employee's Name	RT Hours	1.5 Hours	27 Hours
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Ben Lawson	4		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Damon Ramirez	4		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		DAVE JARAMILLO	4		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Chains		Y/N			Mag Drill		Y/N		
Forklift	8K	Y/N	1	4	Rotor Hammer		Y/N		
Scissor Lift	80'	Y/N	1	4	Air Comp		Y/N		
Crane Lift		Y/N			Truck		Y/N		
Welding Machine	300	Y/N	2	4	Fire Blanket/Shield		Y/N		
Grinder	1425	Y/N	2	4	Other		Y/N		
Welding Electrode		Y/N			Other		Y/N		
Welding Rod		Y/N	4	4	Other		Y/N		
Welding Gas		Y/N			Other		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SWINERTON
 CONTRACTOR'S REPRESENTATIVE
 Date: 12/22/16

Ben Lawson
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 AUTHORIZATION TO PROCEED T&M WORK BY



1-800-451-7233
www.unitedrentals.com

4 WEEK BILLING INVOICE

142145210-001

Job Site

1000 E. 10TH ST
ANN ARBOR MI
MI 48106-1000

Office: 48106-1000 Cell: 48106-1000

Customer # : 142145210
Invoice Date : 12/14/11
Date Out : 12/14/11
Billed Through : 12/14/11
UR Job Loc : ANN ARBOR MI
UR Job # : 142145210-001
Customer Job ID :
P.O. # :
Ordered By : DEBBY TAYLOR
Written By : EVAN FEINBERG
Salesperson : LUIS ALFARO

Invoice Amount: \$2,457.26

UNITED RENTALS
799 5100
LOS ANGELES, CA 90010

UNITED RENTALS, INC. AND ITS AFFILIATED COMPANIES ("UNIR") ARE INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

UNIR AND ITS AFFILIATED COMPANIES ("UNIR") ARE INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA.



BRANCH 511
 1815 MARKET ST
 VENTURA CA 93003-5107
 ROS 644-7315
 FOS 644-2408 FAX

**4 WEEK BILLING
 INVOICE**

142145210-001

Job Site

LEMONWOOD SCHOOL
 2200 CARNEGIE CT
 OXNARD CA 93033-4038

Office: 830-379-3992 Cell: 562-417-1313

PRO STEEL ERECTORS INC
 PO BOX 970
 DIXON CA 95620-0970

Customer # : 1159346
 Invoice Date : 11/29/16
 Date Out : 11/14/16 08:00 AM
 Billed Through : 12/12/16 09:00
 UR Job Loc : 2200 CARNEGIE CT, OX
 UR Job # : 15
 Customer Job ID:
 P.O. # : 1624 JD
 Ordered By : JEREMY DUNN
 Written By : RYAN BENIGNO
 Salesperson : LOUIS ALFARO

Invoice Amount: \$2,457.26

Terms Due upon Receipt
 Payment options Contact our credit office 712-331-6500 Ext 6
 REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
 FILE 51122
 LOS ANGELES CA 90074-1122

ITEM #	DESCRIPTION	Quantity	Unit Price	Day	Week	A Week	Amount
10100000	1.000000 1.000000 1.000000 MAKE: SPRIE Model: 2 60214 Serial: 20027 2549 Meter: 100115 Date: 11/14/16	1	215.00	995.00	2005.00	2,005.00	2,005.00
Rental Subtotal:							2,005.00
10100000	1.000000 1.000000 1.000000	1	27.00	EACH		27.00	27.00
10100000	1.000000 1.000000 1.000000	1	50.00	EACH		50.00	50.00
10100000	1.000000 1.000000 1.000000	1	70.00	EACH		70.00	70.00
Sales/Misc Subtotal:							147.00
Agreement Subtotal:							2,292.00
Tax:							165.26
Total:							2,457.26

UNITED RENTALS (NORTH AMERICA) INC.
 142145210-001
 11/29/16
 2200 CARNEGIE CT, OXNARD CA 93033-4038
 TEL: 830-379-3992 FAX: 830-379-3993
 WWW.UNITEDRENTALS.COM

THIS 4 WEEK BILLING INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE

You Can Now Access Invoice History and Update Purchase Orders Online
 To Sign On, Contact: URCont@Support@ur.com



BRANCH 511
 5605 MARKET ST
 VENTURA CA 93003-5107
 805-644-7319
 805-644-2409 FAX

**4 WEEK BILLING
 INVOICE**

142141330-001

Job Site

LEMONWOOD SCHOOL
 2200 CARNEGIE CT
 OXNARD CA 93033-4038

Office: 830-379-3992 Cell: 562-417-1313

Customer # : 1159346
 Invoice Date : 11/29/16
 Date Out : 11/14/16 07:00 AM
 Billed Through : 12/12/16 00:00
 UR Job Loc : 2200 CARNEGIE CT, OX
 UR Job # : 15
 Customer Job ID:
 P.O. # : 1624 JD
 Ordered By : JEREMY DUNN
 Written By : RYAN BENIGNO
 Salesperson : LOIS ALFARO

PRO STEEL ERECTORS INC
 PO BOX 970
 DIXON CA 95620-0970

Invoice Amount: \$2,489.93

Terms: DUE Upon Receipt
 Payment options: Contact our credit office 212-333-6000 Ext 4
 REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
 FILE 51122
 LOS ANGELES CA 90074-1122

RENTAL ITEMS:		Quantity	Description	Minimum	Day	Week	4 Week	Amount
1	100000	1	TELEFLITE VARIABLE REACH 8000H 40 400 MAKE: SKYTRAK Model: 6043 Serial: 0160070500 Meter out: 1294.80 Meter in: 160	150.00		965.00	2115.00	2,115.00
Rental Subtotal:								2,115.00
SALES/MISCELLANEOUS ITEMS:		Qty	Description	Price	Unit of Measure	Extended Amt		
1			ENVIRONMENTAL CHARGE	(500/MO)	EACH	27.49		27.49
1			DELIVERY CHARGE	90.00	EACH	90.00		90.00
1			LOCKUP CHARGE	90.00	EACH	90.00		90.00
Sales/Misc Subtotal:								207.49
Agreement Subtotal:								2,422.49
Tax:								67.44
Total:								2,489.93

UNITED RENTALS
 1000 WILSON BLVD
 1000 WILSON BLVD
 DUBLIN CA 94568
 925-886-8000
 WWW.UNITEDRENTALS.COM
 *SCHEDULE DELIVERY FOR PICKUP, CALL 800-UR-RENTS (800-877-3667)
 WE ARE AVAILABLE 24/7 TO SERVE YOU WITH A CONFIRMATION &
 TO ORDER TO CLOSE THIS INVOICE

THIS RENTAL INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
 VISIT OUR WEBSITE FOR MORE INFORMATION: www.ur.com



February 16, 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. 0111 RFI # 116 Add waste and vent piping for drinking fountain in Kindergarten Building

3/15/17 why? Waste or vent not shown on drawings - Code requirements - Proposal \$3088.29
~~Contingency~~
3/21/17 Contingency allowance

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add waste and vent piping for drinking fountain in Kindergarten Building

Phase	Category	Description	Subcontractor	Quote
220010	71140	RFI #116 add waste and vent piping in Kindergarten Building	CITY COMMERCIAL PLUMBING, INC.	5,085.00
			Subtotal	5,085.00
007480	71160	Subguard	1.15%	58.48
007410	71160	Builders Risk	0.6%	30.86
007420	71160	General Insurance	1.15%	59.15
007510	71160	P&P Bond	1%	50.85
991000	79999	Change Order Fee	5%	261.68
			Markup Subtotal	461.02
			PCI Total	5,546.02

24088
2088
OK

4458.62
LT

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 5,546.02.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost 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-3/21/17

TB 3/21/17

WPA 3/21/17



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: 2/16/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00116

To:	SVA ARCHITECTS, INC.	RFI Date:	10/10/2016
Attention:	Tom Bardwell	Date Due:	09/29/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	Normal
		Schedule/Activity ID:	
		Document Reference:	P4-11.1
		Spec Section:	22000
		Status:	Accepted

Subject: No Design for Waste and Vent Piping to Drinking Fountain in BLDG 4

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Plumbing Drawings show a drinking fountain in BLDG 4 near Grids C & 3(see attached). There is no design shown for waste or vent piping for this fixture.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Please provide design including sizing, routing and fixture type.

ANSWER:

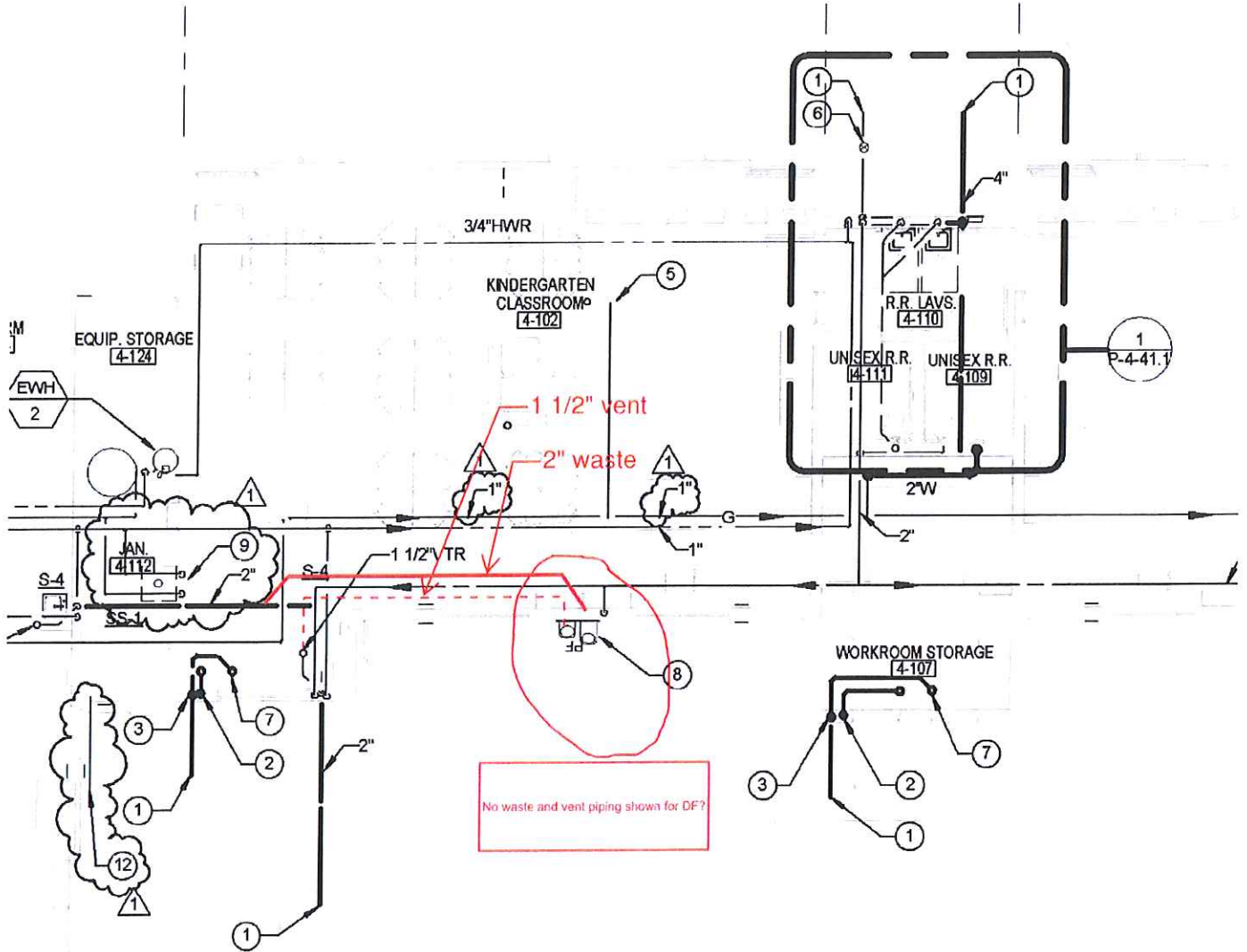
Answered By: Tom Bardwell

Date of Response: 11/30/2016

See attached sketch for 2" waste and 1 1/2" venting piping required for the drinking fountain.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI026
RFI 116 sketch





CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cahasset St., Van Nuys, California 91406

(818) 786-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

November 29, 2016

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#20

DESCRIPTION: RFI#116 - ADD WASTE & VENT FOR DRINKING FOUNTAIN IN BUILDING 4 KINDERGARTEN BUILDING.

TOTAL COST: \$5,085.00

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

CHANGE ORDER REQUEST

11/28/2016

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. 20

RE: RFI#116 - ADD W&V FOR DRINKING FOUNTAIN IN BLDG 4 KINDERGARTEN

LABOR:	WAGES	HOURS	TOTAL
--------	-------	-------	-------

GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	25.52	2,230.19

??
??

hours ??
- 8.1
17.42

12.81 - accepted 1119.47

TOTAL LABOR:			2,643.15
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1532.43

OTHER EXPENSE:			
BACKHOE	135.00	1.00	135.00
BACKHOE W. WHL	157.00	2.00	314.00

TOTAL OTHER EXP.:			449.00
-------------------	--	--	--------

OTHER EXPENSE:			449.00
MATERIAL TOTAL:			1,321.59
LABOR TOTAL:			2,643.15
SUBTOTAL:			4,413.75
OVERHEAD/PROFIT:	15.00%		662.06
SUBTOTAL:			5,075.81
TEXTURA FEES:	0.18%		9.14
SUBTOTAL:			5,084.94

around half

ROUND UP/DOWN:			5,085.00
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NOTES:

CHANGE ORDER REQUEST

11/28/2016

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562
CHANGE ORDER NO. 20

RE: RFI#116 - ADD W&V FOR DRINKING FOUNTAIN IN BLDG 4 KINDERGARTEN

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		22.52		1212.47
		BACKHOE W. OPERATOR (1 HR - SEE OTHER EXPENSE)				
		BACKHOE COMPACT W. OPERATOR (2 HRS - SEE OTHER EXPENSE)				
		PLUMBER WORK WITH BACKHOE		3.00		
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		2.00		
LABOR & MATERIAL TOTAL				29.52		1212.47
SALES TAX:					?? 9.00%	109.12
TOTAL MATERIAL COST:						1321.59

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K...
 DATA SET 2 MECH DATABASE 11-25-16

COR#20
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/28/2016 11:43:04 AM
 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 034: COR#20 - RF#116 ADD W&V FOR DF BLD 4								
Category : Category 002: PVC SCH 40--DWV								
2050003	PVC SCH 40--DWV	2"	1/8 BEND - HxH	2	4.84	9.68	0.23	0.46
2100002	PVC SCH 40--DWV	2"	COMBINATION - HxHxH	1	13.90	13.90	0.38	0.38
2360002	PVC SCH 40--DWV	2"	L.S. 1/4 BEND - HxH	1	8.88	8.88	0.27	0.27
Subtotals for Category : Category 002: PVC SCH 40--DWV						32.46		1.11
Category : Category 009: SCH 40 PVC								
9010006	SCH 40 PVC	2"	SCH40 PVC PIPE	20	4.17	83.40	0.06	1.20
9410001	SCH 40 PVC	Unsize	SAND	3	21.45	64.35	Skip	0.00
Subtotals for Category : Category 009: SCH 40 PVC						147.75		1.20
Category : Category 017: SCH 40 BLK T&C/WELD								
17040028	SCH 40 BLK T&C/WE...	1-1/2" x4"	NIPPLES	2	4.12	8.24	0.05	0.10
17140005	SCH 40 BLK T&C/WE...	1-1/2"	CAPS	2	3.33	6.66	0.38	0.76
Subtotals for Category : Category 017: SCH 40 BLK T&C/WELD						14.90		0.86
Category : Category 045: C.I. DRAINAGE--BLACK								
45060002	C.I. DRAINAGE--BLA...	1-1/2"	90 ELBOW	1	14.40	14.40	0.75	0.75
Subtotals for Category : Category 045: C.I. DRAINAGE--BLACK						14.40		0.75
Category : Category 049: HANGER-R.CLAMP-ETC.								
49010006	HANGER-R.CLAMP-...	2"	CLEVIS HGR.-BLK.	9	2.10	18.90	0.50	4.50
49180001	HANGER-R.CLAMP-...	3/8"	ANGLE CLIP	9	2.48	22.32	0.40	3.60
49380002	HANGER-R.CLAMP-...	3/8"	ALL THREAD ROD	10	1.08	10.80	Skip	0.00
49400002	HANGER-R.CLAMP-...	3/8"	HEX NUTS	36	0.79	28.44	Skip	0.00
49410002	HANGER-R.CLAMP-...	3/8"	WASHER-FLAT-ROUND	36	0.26	9.36	Skip	0.00
49490001	HANGER-R.CLAMP-...	Unsize	SCREWS	9	0.43	3.87	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						93.69		8.10
Category : Category 050: C.I. SOIL NO HUB HEAVY DUTY								
86	C.I. SOIL NO HUB HE...		2" BRASS PLUG LF	1	9.07	9.07	0.05	0.05
50010002	C.I. SOIL NO HUB HE...	2"	PIPE-C.I. NO HUB	40	11.17	446.80	0.12	4.80
50060002	C.I. SOIL NO HUB HE...	2"	1/4 BEND	3	16.50	49.50	0.39	1.17
50120002	C.I. SOIL NO HUB HE...	2"	SANITARY TEE	1	22.70	22.70	0.56	0.56
50280002	C.I. SOIL NO HUB HE...	2"	COUPLING-N.H. HEAVY DUTY	17	18.30	311.10	0.10	1.70
50380003	C.I. SOIL NO HUB HE...	2" x1-1/2"	TAPPED SANITARY TEE	2	24.80	49.60	0.91	1.82
50460001	C.I. SOIL NO HUB HE...	2"	TEST TEE-LESS PLUG	1	20.50	20.50	0.40	0.40
Subtotals for Category : Category 050: C.I. SOIL NO HUB HEAVY DUTY						909.27		10.50
Subtotals for Section : Section 034: COR#20 - RF#116 ADD W&V FOR DF BLD 4						1,212.47		22.52
Grand Totals						1,212.47		22.52



February 16, 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. 0112 RFI #0122 Add insulated hot water piping from EWH-3 to L-1 in RR 1-129

*3/15/17 Design Congruency -
 Fixture shows #1 - hot & cold
 not diagrammed w. hot.*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add insulated hot water piping from EWH-3 to L-1 in RR 1-129

split Difference

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add insulated hot water piping from EWH-3 to L-1 in RR 1-129	CITY COMMERCIAL PLUMBING, INC.	1,228.00
			Subtotal	1,228.00 <i>414</i>
007480	71160	Subguard	1.15%	14.12
007410	71160	Builders Risk	0.6%	7.45
007420	71160	General Insurance	1.15%	14.28
007510	71160	P&P Bond	1%	12.28
991000	79999	Change Order Fee	5%	63.19
			Markup Subtotal	111.32
			PCI Total	1,339.32

*669.67
 C.Y.*

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,339.32.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost 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.

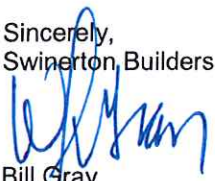
MS 3/21 TB 2/22/17 WPA 3/22/17



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: _____

2/16/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00122

To:	SVA ARCHITECTS, INC.	RFI Date:	10/25/2016
Attention:	Tom Bardwell	Date Due:	11/01/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	High
	Gary Ikari	Schedule/Activity ID:	
		Document Reference:	P1-11.1A
		Spec Section:	22000
		Status:	Accepted

Subject: No Hot Water Design for L-1 Lav in UNISEX RR 1-129 in BLDG 1

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Plumbing Drawings show an L-1 lavatory in UNISEX RR #1-129 BLDG 1 near Grids C & 5(see attached).The Plumbing fixture schedule requires hot water for L-1 lavatories and there is no hot water designed for this lavatory. There is an EWH-3 nearby, but it is only a Chronomite Insta-hot and it is already picking up the hot water for the service sink faucet and it may not be adequate to pick up an additional lavatory.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Please provide design including sizing, routing and point of connection to hot water source.

ANSWER:

Answered By: Tom Bardwell

Date of Response: 11/30/2016

Route 1/2" insulated hot water line from EWH-3 to L-1 in room 1-129.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI027



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: 10-25-16

ATTENTION: Nalani Scanlon

PROJECT: Lemonwood K-8

REQUEST FOR INFORMATION

RFI # 027

TIME INVESTED IN THIS RFC: 1hr

SPECIFIC REFERENCE: No hot water designed for L-1 lav in UNISEX RR 1-129 in BLDG 1

PLAN REFERENCE: P1-11.1.A

REQUEST: The Plumbing Drawings show an L-1 lavatory in UNISEX RR #1-129 BLDG 1 near Grids C & 5 (see attached). The Plumbing fixture schedule requires hot water for L-1 lavatories and there is no hot water designed for this lavatory. There is an EWH-3 nearby, but it is only a Chromomite Insta-hot and it is already picking up the hot water for the service sink faucet and it may not be adequate to pick up an additional lavatory. Please provide design including sizing, routing and point of connection to hot water source. Thank you.

DELAY IMPACT POSSIBLE: Yes

PROBABLE COST IMPACT: TBD

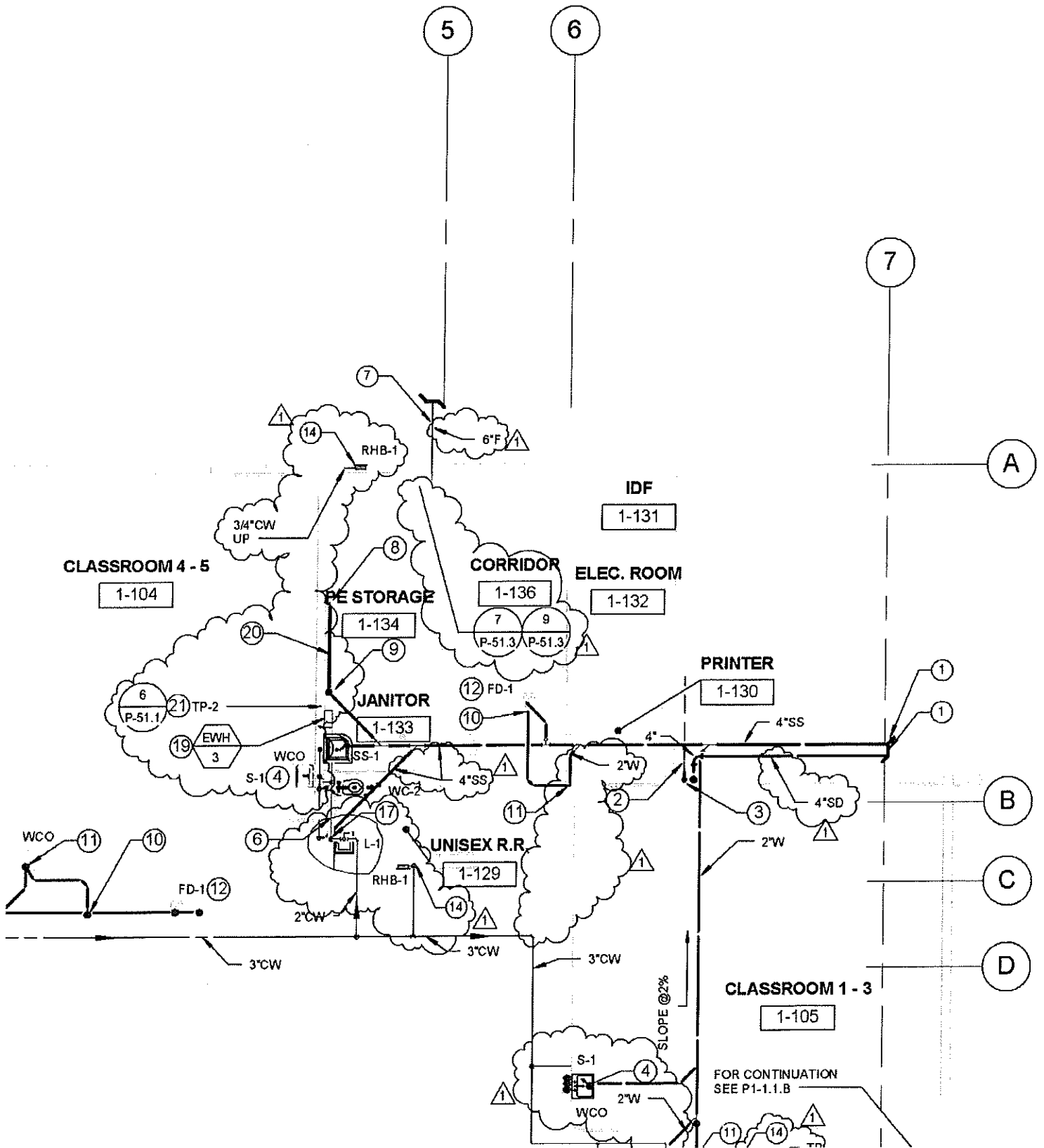
REQUESTED BY: Bob Zio

DATE REQUIRED: ASAP

RESPONSE:

BY: _____

DATE: _____



ACCESSIBLE HEIGHT:								
L-1	LAVATORY (ACCESSIBLE, HW/CW) STAFF	1-1/4"	2"	1-1/2"	1/2"	1/2"	---	AMERICAN STANDARD (A/S) NO. 0355.012 "LUCERNE WALL HUNG LAVATORY", 20" X 18", WALL HUNG, COMPLETE WITH CHICAGO NO. 2200-4-E2805-ABCP SINGLE LEVER FAUCET WITH 0.5 GPM AERATOR AND VANDAL RESISTANT COVER PLATE, McGUIRE NO. 155A 1-1/4" OUTLET "OPEN GRID P.O. PLUG", McGUIRE NO. PW8090NCO 1-1/4" L.A. PATTERN P-TRAP WITH TRAP AND SUPPLY COVERS, GALVANIZED NIPPLE AND CHROMIUM PLATED BRASS CASING, CHICAGO NO. 1017-ABCP LOOSE KEY STOPS WITH RIGID SUPPLIES, AND ZURN NO. Z-1231 CARRIER WITH STEEL PLATE. MOUNT AT ADA ACCESSIBLE HEIGHT.
L-2	LAVATORY (ACCESSIBLE, CW) ELEMENTARY	1-1/4"	2"	1-1/2"	---	1/2"	---	AMERICAN STANDARD (A/S) NO. 0355.012 "LUCERNE WALL HUNG LAVATORY", 20" X 18", WALL HUNG, COMPLETE WITH CHICAGO NO. 3400-ABCP METER FAUCET WITH 0.5 GPM AERATOR AND VANDAL RESISTANT COVER PLATE, McGUIRE NO. 155A 1-1/4" OUTLET "OPEN GRID P.O. PLUG", McGUIRE NO. PW8090NCO 1-1/4" L.A. PATTERN P-TRAP WITH TRAP AND SUPPLY COVERS, GALVANIZED NIPPLE AND CHROMIUM PLATED BRASS CASING, CHICAGO NO. 1017-ABCP LOOSE KEY STOPS WITH RIGID SUPPLIES, AND ZURN NO. Z-1231 CARRIER WITH STEEL PLATE. MOUNT AT ADA ACCESSIBLE HEIGHT.
L-3	LAVATORY (ACCESSIBLE, HW/CW) KINDERGARTEN	1-1/4"	2"	1-1/2"	1/2"	1/2"	---	AMERICAN STANDARD (A/S) NO. 0355.012 "LUCERNE WALL HUNG LAVATORY", 20" X 18", WALL HUNG, COMPLETE WITH CHICAGO NO. 3400-TABCP METER FAUCET WITH 0.5 GPM AERATOR AND VANDAL RESISTANT COVER PLATE, McGUIRE NO. 155A 1-1/4" OUTLET "OPEN GRID P.O. PLUG", McGUIRE NO. PW8090NCO 1-1/4" L.A. PATTERN P-TRAP WITH TRAP AND SUPPLY COVERS, GALVANIZED NIPPLE AND CHROMIUM PLATED BRASS CASING, CHICAGO NO. 1017-ABCP LOOSE KEY STOPS WITH RIGID SUPPLIES, AND ZURN NO. Z-1231 CARRIER WITH STEEL PLATE. MOUNT AT ADA ACCESSIBLE HEIGHT.
HAWS NO. 4910ADA "SINK" LESS STRAINER 25" X 17" X 5" DEEP								



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

November 29, 2016

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#21

DESCRIPTION: RFI#122 - ADD ½" INSULATED HOT WATER LINE FROM EWH-3 TO L-1 IN RESTROOM 1-129.

TOTAL COST: \$1,228.00

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

CHANGE ORDER REQUEST

11/28/2016

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. 21

RE: RFI#122 ADD 1/2" INSULATED HOT WATER LINE FROM EWH-3 TO L-1 IN RR #1-129

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	3.08	269.16
TOTAL LABOR:			682.12
OTHER EXPENSE:			
INSULATION			179.88
TOTAL OTHER EXP.:			179.88
OTHER EXPENSE:			179.88
MATERIAL TOTAL:			203.81
LABOR TOTAL:			682.12
SUBTOTAL:			1,065.81
OVERHEAD/PROFIT:		15.00%	159.87
SUBTOTAL:			1,225.68
TEXTURA FEES:		0.18%	2.21
SUBTOTAL:			1,227.89
			0.00
			1,227.89
ROUND UP/DOWN:			\$1,228.00

*17.1
 More Hours
 than
 Working*

NOTES:

CHANGE ORDER REQUEST

11/28/2016

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 21

RE: RFI#122 ADD 1/2" INSULATED HOT WATER LINE FROM EWH-3 TO L-1 IN RR #1-129

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		3.08		186.98
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		2.00		
LABOR & MATERIAL TOTAL				7.08		186.98
SALES TAX:					9.00%	16.83
<u>TOTAL MATERIAL COST:</u>						203.81

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 11-25-16

COR#21
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/28/2016 12:32:53 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 035: COR#21 - RFI#122 ADD 1/2" WTR BLDG 1								
Category : Category 003: COPPER KLM LEAD FREE								
88	COPPER KLM LEAD ...		1/2" HYCO COUPLING	1	3.53	3.53	0.14	0.14
89	COPPER KLM LEAD ...		1/2" CxFIP 90 ELBOW	1	9.96	9.96	0.38	0.38
3010003	COPPER KLM LEAD ...	1/2"	L-HARD TUBE	20	2.42	48.40	0.03	0.60
3060002	COPPER KLM LEAD ...	1/2"	90 ELBOW CxC	5	1.89	9.45	0.14	0.70
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
3420002	COPPER KLM LEAD ...	3/4" x 1/2"	REDUCED TEE - BRANCH	1	7.35	7.35	0.21	0.21
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						180.49		2.03
Category : Category 017: SCH 40 BLK T&CWELD								
17040012	SCH 40 BLK T&CWE...	1/2" x4"	NIPPLES	1	2.00	2.00	0.05	0.05
17140001	SCH 40 BLK T&CWE...	1/2"	CAPS	1	2.89	2.89	0.25	0.25
Subtotals for Category : Category 017: SCH 40 BLK T&CWELD						4.89		0.30
Category : Category 049: HANGER-R.CLAMP-ETC.								
87	HANGER-R.CLAMP-...		1/2" TWO HOLE PLASTIC STRAP	5	0.32	1.60	0.15	0.75
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						1.60		0.75
Subtotals for Section : Section 035: COR#21 - RFI#122 ADD 1/2" WTR BLDG 1						186.98		3.08
Grand Totals						186.98		3.08

1-1316

Zolnay Insulation, Inc.

918 N. Batavia Orange, CA 92867
CL # 881565 SBE # 1344640
Phone: 714-912-4683 Fax: 714-912-4926

Change Order Proposal

November 23, 2016

City Commercial Plumbing

Attn: Cindy

Subject: Lemonwood Elementary School - CCP COR#21

We propose to furnish and install Thermal Insulation on the subject project as follows:

Scope:

• Added Pipe Insulation		
Labor: 1 hour @ 81.66	\$	81.66
Material:	\$	74.75
Mark up 15%	\$	<u>23.47</u>
Total	\$	179.88

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.



February 16, 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. 0113 RFI 0124 Increase CW pipe size from 3/4" to 1" in room's 1-101 and 1-201

*3/15/17
 Ask for credit on Cadd. Limit
 Contingency.*
*3/21/17 - ~~500~~
 Contingency
 Allowance*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Increase CW pipe size from 3/4" to 1" in room's 1-101 and 1-201

Phase	Category	Description	Subcontractor	Quote
220010	71140	Increase CW pipe size from 3/4" to 1" in room's 1-101 and 1-201	CITY COMMERCIAL PLUMBING, INC.	700.00
			Subtotal	700.00
007480	71160	Subguard	1.15%	8.05
007410	71160	Builders Risk	0.6%	4.25
007420	71160	General Insurance	1.15%	8.14
007510	71160	P&P Bond	1%	7.00
991000	79999	Change Order Fee	5%	36.02
			Markup Subtotal	63.46
			PCI Total	763.46

500-

*545.34
 C.T.*

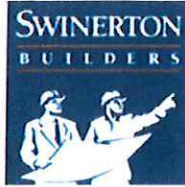
TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 763.46.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost 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.

3/21/17
TO 3/21/17
WFS 3/22/17



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: _____

2/16/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00124

To:	SVA ARCHITECTS, INC.	RFI Date:	10/26/2016
Attention:	Tom Bardwell	Date Due:	11/01/2016
CC:	Paul Vernier	RFI Type:	
	Dick Jones	Priority:	High
	Gary Ikari	Schedule/Activity ID:	
		Document Reference:	P1-11.1A
		Spec Section:	22000
		Status:	Accepted

Subject: Conduit Size Verification for 2- S-1's and a RHB-1 in RM# 1-101

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Plumbing Drawings show a 3/4" water pipe running from the 3" cold water main, picking up the S-1 sink and RHB-1 hose bib in Rm# 1-101 and traveling up to the 2nd floor to pick up an additional S-1 sink in Rm#1-201 in BLDG 1 near Grids B & 1 (see attached).

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Please verify this pipe size is adequate for the sum of these fixtures. If not, provide alternate design for the pipe size required for these fixtures.

ANSWER:

Answered By: Tom Bardwell

Date of Response: 11/30/2016

The 3/4" branch from the 3" main needs to be revised to 1". Drop 1" line down in wall to sink and hose bib. Continue 3/4" cold up to one sink above the 2nd floor. When sizing use 1.5 f.u. per classroom sink and 1 f.u. per RHB.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI029



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: 10-25-16

ATTENTION: Nalani Scanlon

PROJECT: Lemonwood K-8

REQUEST FOR INFORMATION

RFI # 029

TIME INVESTED IN THIS RFC: 1hr

SPECIFIC REFERENCE: 3/4" water piping appears to be inadequate size for 2- S-1's and a RHB-1 in RM# 1-101

PLAN REFERENCE: P1-11.1.A

REQUEST: The Plumbing Drawings show a 3/4" water pipe running from the 3" cold water main, picking up the S-1 sink and RHB-1 hose bib in Rm# 1-101 and traveling up to the 2nd floor to pick up an additional S-1 sink in Rm#1-201 in BLDG 1 near Grids B & 1(see attached). Please verify this pipe size is adequate for the sum of these fixtures. If not, provide alternate design for the pipe size required for these fixtures. Thank you.

DELAY IMPACT POSSIBLE: Yes

PROBABLE COST IMPACT: TBD

REQUESTED BY: Bob Zio

DATE REQUIRED: ASAP

RESPONSE:

BY: _____

DATE: _____

1

2

1

2

3

CLASSROOM 4 - 5

1-101

CLASSROOM

1-1

3/4" CW UP & DN
3/4" CW CONN HB

3/4" CW UP
3/4" CW CO

RHB-1
WCO
S-1 (4)

(10)

(11)

(1)

4"W

FD-1 (12)

WCO

3"W

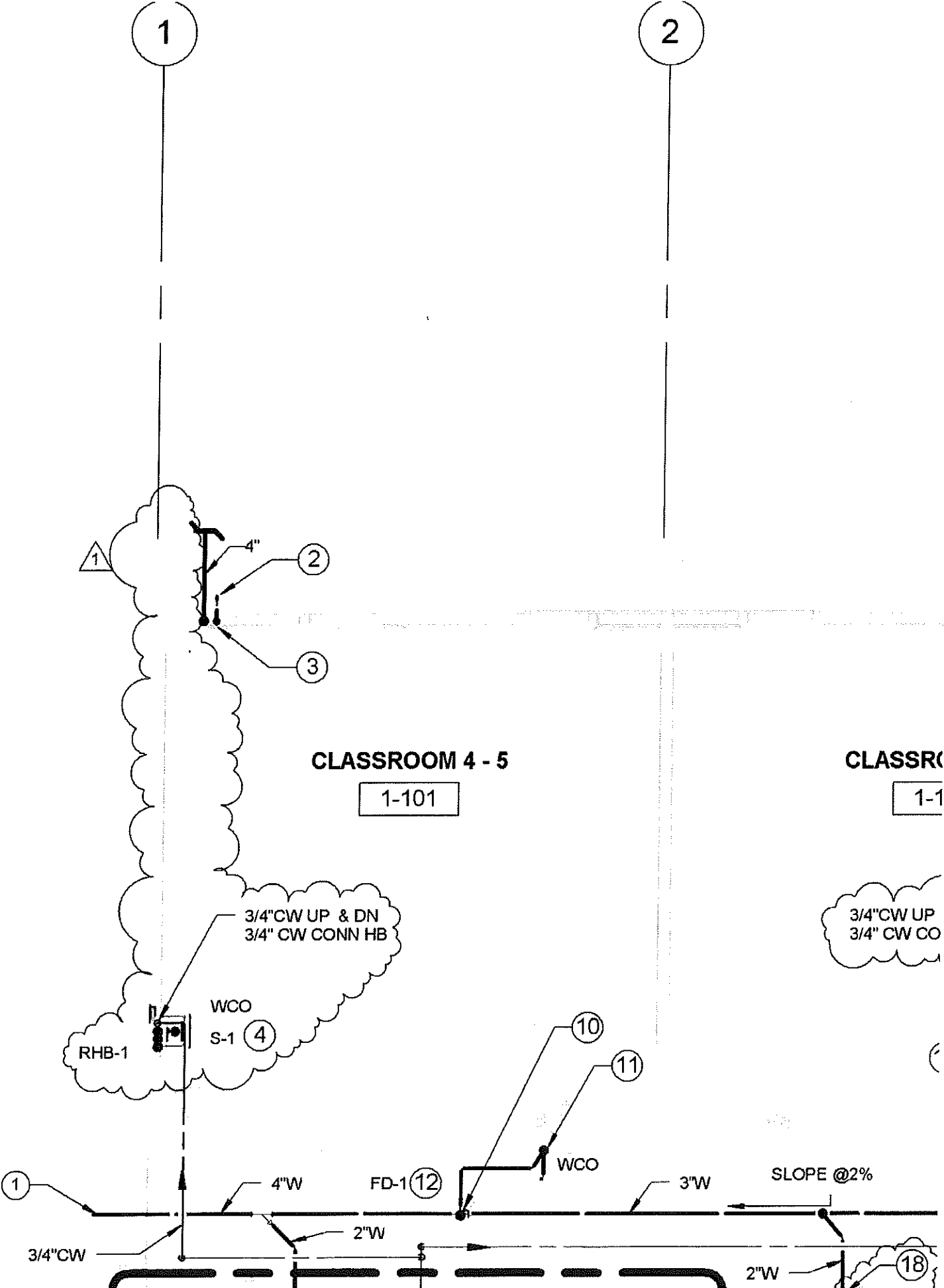
SLOPE @2%

3/4" CW

2"W

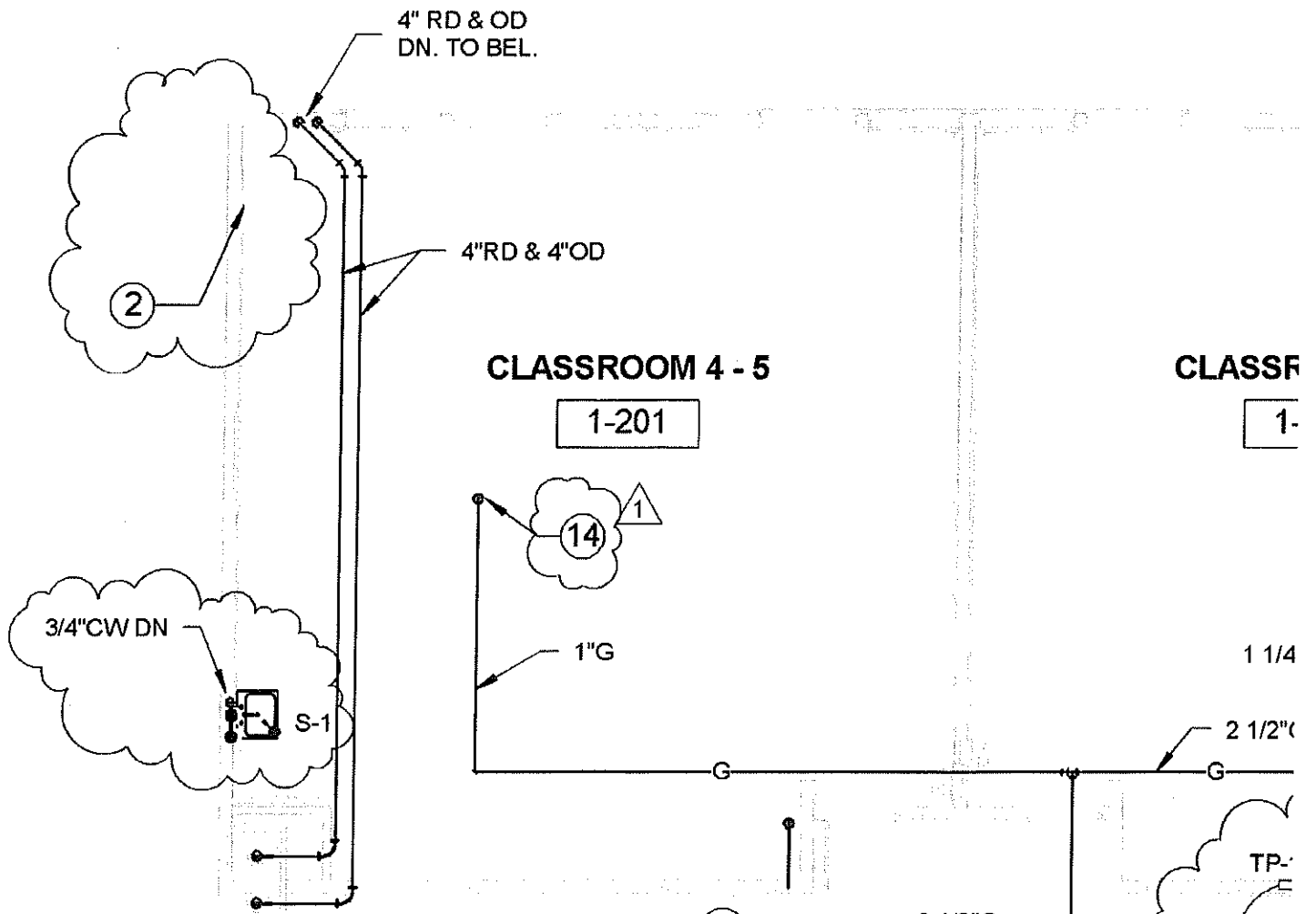
2"W

(18)



1

2





CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0598

EXTRA WORK ORDER SUBMITTAL

November 29, 2016

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#22

DESCRIPTION: RFI#124 - INCREASE 3/4" COLD WATER TO 1" FOR SINKS IN ROOMS 1-101 & 1-102.

TOTAL COST: \$700.00

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

11/28/2016

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. 22

RE: RFI#124 INCREASE 3/4" CW TO 1" FOR SINKS IN RM'S 1-101, 1-201

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	0.61	53.31
TOTAL LABOR:			466.27
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			141.30
LABOR TOTAL:			466.27
SUBTOTAL:			607.56
OVERHEAD/PROFIT:	15.00%		91.13
SUBTOTAL:			698.70
TEXTURA FEES:	0.18%		1.26
SUBTOTAL:			699.96
			0.00
			699.96
ROUND UP/DOWN:			\$700.00

NOTES:

CHANGE ORDER REQUEST

11/28/2016

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
2200 CARNEGIE COURT
OXNARD, CA 93033

CCP JOB NO.: 562
CHANGE ORDER NO. 22

RE: RFI#124 INCREASE 3/4" CW TO 1" FOR SINKS IN RM'S 1-101, 1-201

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		5.51		417.09
		MATERIAL CREDIT		-4.90		-287.46
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW UG		2.00		
				<i>no cadd - changed pipe size only #206.48 credit</i>		
LABOR & MATERIAL TOTAL				4.61		129.63
SALES TAX:					9.00%	11.67
TOTAL MATERIAL COST:						141.30

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 11-25-16

COR#22 COST
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/28/2016 1:38:04 PM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 036: COR#22 - RFI#124 CW TO 1" BLDG 1 COST								
Category : Category 003: COPPER KLM LEAD FREE								
3010005	COPPER KLM LEAD ...	1"	L-HARD TUBE	40	5.69	227.60	0.04	1.60
3060004	COPPER KLM LEAD ...	1"	90 ELBOW CxC	3	10.31	30.93	0.21	0.63
3110008	COPPER KLM LEAD ...	1" x3/4" x3/4"	REDUCED TEE - 3X	1	28.16	28.16	0.50	0.50
3110009	COPPER KLM LEAD ...	1" x3/4" x1"	REDUCED TEE - 3X	1	28.16	28.16	0.53	0.53
3420023	COPPER KLM LEAD ...	3" x1"	REDUCED TEE - BRANCH	1	102.24	102.24	2.25	2.25
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						417.09		5.51
Subtotals for Section : Section 036: COR#22 - RFI#124 CW TO 1" BLDG 1 COST						417.09		5.51
Grand Totals						417.09		5.51

*2/28/17
 when is the material
 credit applied - next page*

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 11-25-16

COR#22 CREDIT
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/28/2016 1:37:57 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 037: COR#22 - RFI#124 CW TO 1" BLDG 1 CRD								
Category : Category 003: COPPER KLM LEAD FREE								
3010004	COPPER KLM LEAD ...	3/4"	L-HARD TUBE	-40	3.93	-157.20	0.03	-1.20
3060003	COPPER KLM LEAD ...	3/4"	90 ELBOW CxC	-3	4.20	-12.60	0.17	-0.51
3120003	COPPER KLM LEAD ...	3/4"	TEE	-2	7.71	-15.42	0.47	-0.94
3420046	COPPER KLM LEAD ...	3" x3/4"	REDUCED TEE - BRANCH	-1	102.24	-102.24	2.25	-2.25
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						-287.46		-4.90
Subtotals for Section : Section 037: COR#22 - RFI#124 CW TO 1" BLDG 1 CRD						-287.46		-4.90
Grand Totals						-287.46		-4.90



February 16, 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. 0114 RFI 0125 Increase cold water pipe size from 3/4" to 1 1/4" and 1" in rooms 118,
 119, 120, 233, and 234

*3/15/17 Contingency
 Could Reduction only
 pipe size change.
 3/21/17 - contingency
 allocation*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Increase cold water pipe size from 3/4" to 1 1/4" and 1" in rooms 118, 119, 120, 233, and 234

Phase	Category	Description	Subcontractor	Quote
220010	71140	Increase cold water pipe size from 3/4" to 1 1/4" and 1" in rooms 118, 119, 120, 233, and 234	CITY COMMERCIAL PLUMBING, INC.	685.00
			Subtotal	685.00
007480	71160	Subguard	1.15%	7.88
007410	71160	Builders Risk	0.6%	4.16
007420	71160	General Insurance	1.15%	7.97
007510	71160	P&P Bond	1%	6.85
991000	79999	Change Order Fee	5%	35.25
			Markup Subtotal	62.11
			PCI Total	747.11

500-

*545.34
 C.Y.*

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 747.11.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost 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.

2017-3/24/17

TB 3/21/17

WPK 3/22/17



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: _____

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

2/16/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00125

To:	SVA ARCHITECTS, INC.	RFI Date:	10/26/2016
Attention:	Tom Bardwell	Date Due:	11/01/2016
CC:		RFI Type:	Plumbing
		Priority:	High
		Schedule/Activity ID:	
		Document Reference:	P1-11.1A
		Spec Section:	22000
		Status:	Accepted

Subject: Conduit Size Verification for 3- S-1's, 2 – S-5's and a RHB-1 in RM# 1-120

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Plumbing Drawings show a ¾" water pipe running from the 3" cold water main, picking up the S-1 sinks in Rms# 1-118, 1-119 and 1-120, continue on to pick up the 2 – S-5 sinks on the 2nd floor in Rms# 1-233 and 1-234 and then continue on to pick up the RHB-1 hose bib in Rm# 1-119 (see attached).

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Please verify this pipe size is adequate for the sum of these fixtures. If not, provide alternate design for the pipe size required for these fixtures.

ANSWER:

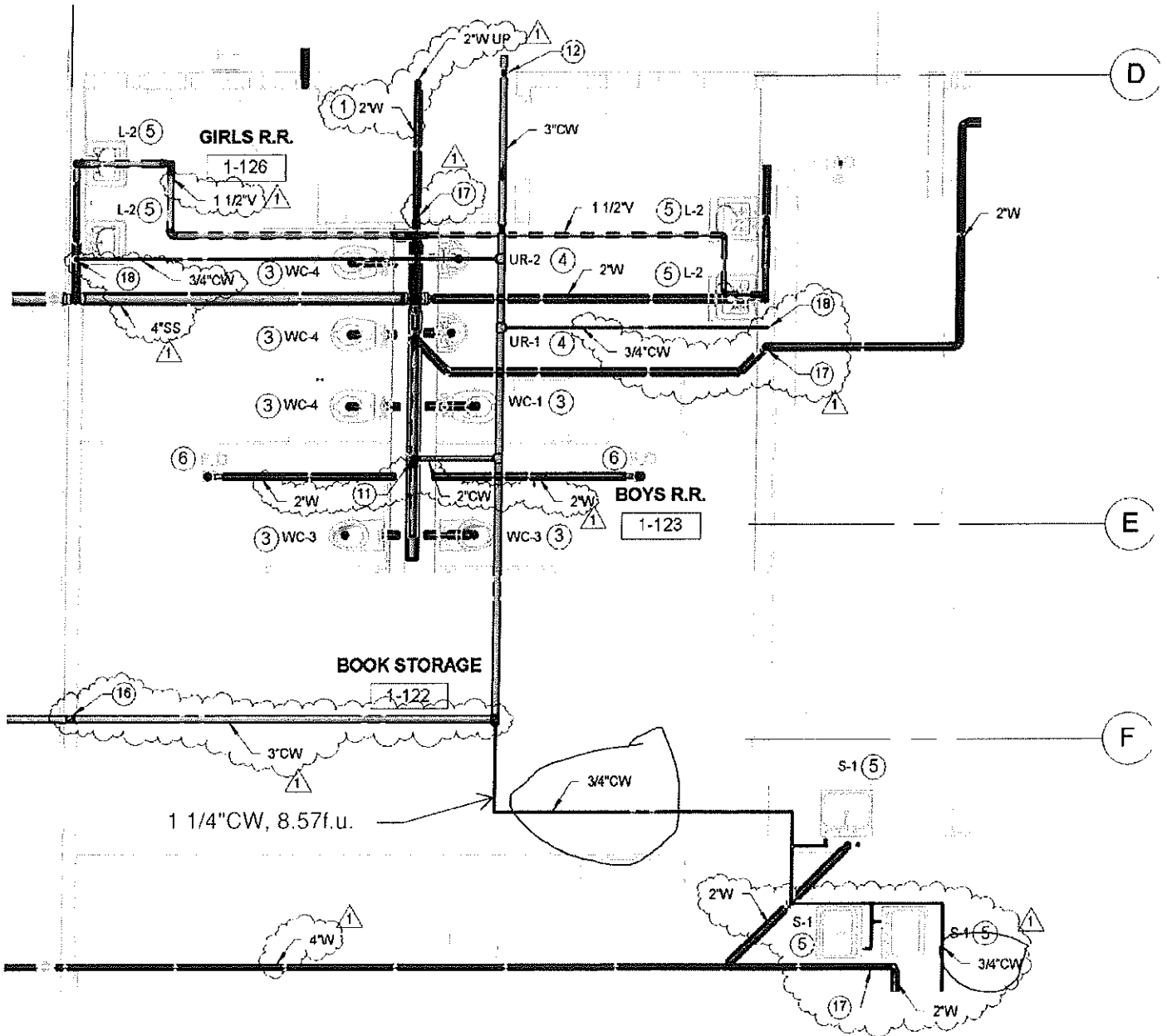
Answered By: Tom Bardwell

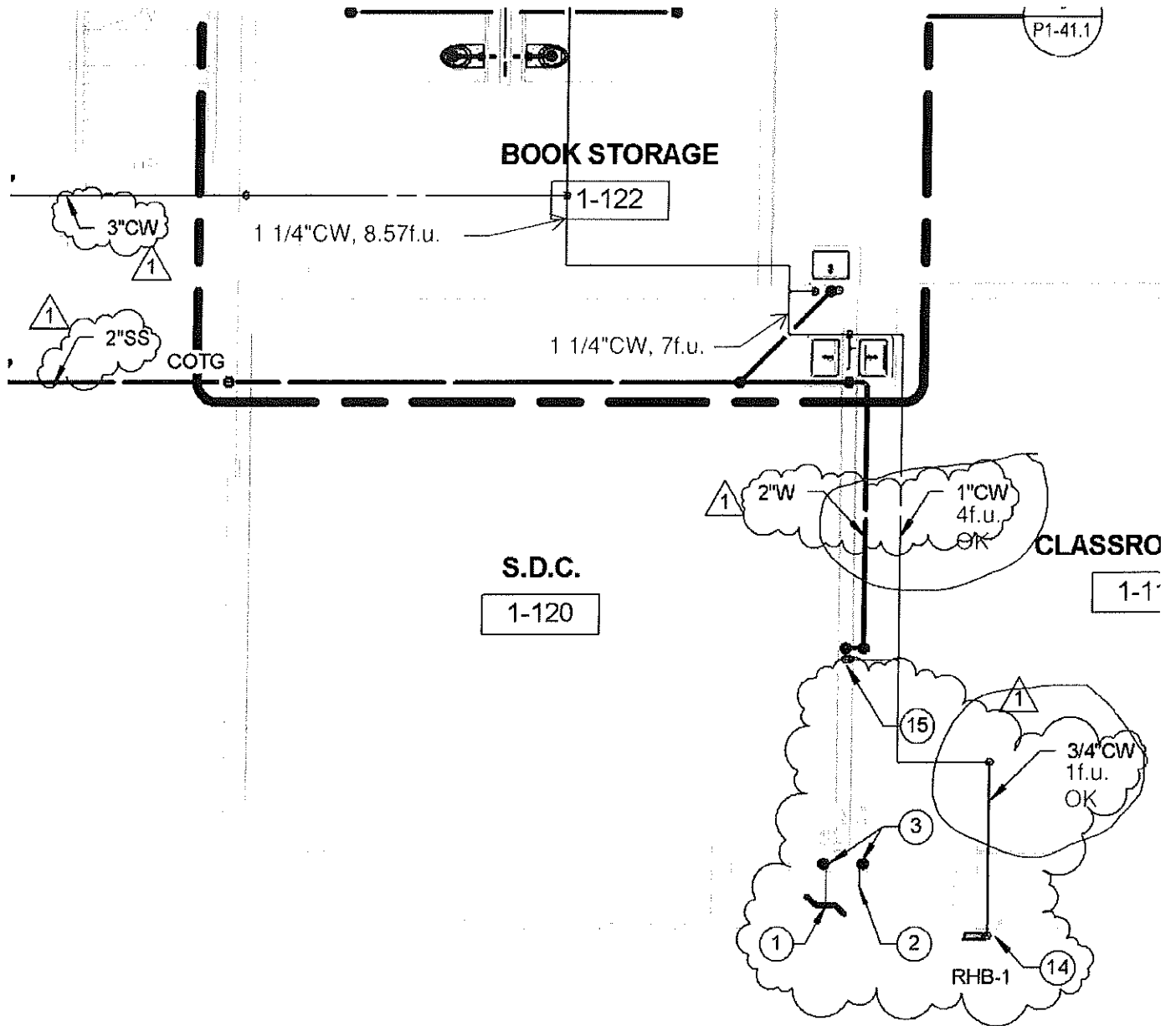
Date of Response: 11/30/2016

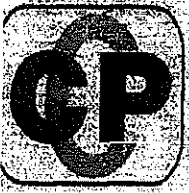
See attached sketches with corrected pipe sizes

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI030
RFI 125 sketches







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

November 29, 2016

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#23

DESCRIPTION: RFI#125 - INCREASE 3/4" COLD WATER TO 1" & 1-1/4" FOR CLASSROOM SINKS IN BUILDING 1, ROOMS 118, 119, 120, 233, 234.

TOTAL COST: \$685.00

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

11/28/2016

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. 23

RE: RFI#125 INCREASE 3/4" CW TO 1-1/4" AND 1" FOR SINKS RM'S 118,119,120,233,234

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	0.62	54.18
TOTAL LABOR:			467.14
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			127.02
LABOR TOTAL:			467.14
SUBTOTAL:			594.16
OVERHEAD/PROFIT:	15.00%		89.12
SUBTOTAL:			683.28
TEXTURA FEES:	0.18%		1.23
SUBTOTAL:			684.51
			0.00
			684.51
ROUND UP/DOWN:			\$685.00

NOTES:

CHANGE ORDER REQUEST

11/28/2016

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 23

RE: RFI#125 INCREASE 3/4"CW TO 1-1/4" AND 1" FOR SINKS RM'S 118,119,120,233,234

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		9.36		421.37
		MATERIAL CREDIT		-8.74		-304.84
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW UG		2.00		
LABOR & MATERIAL TOTAL				4.62		116.53
SALES TAX:					9.00%	10.49
TOTAL MATERIAL COST:						127.02

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 11-25-16

COR#23 COST
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/28/2016 2:38:04 PM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 038: COR#23 - RFI#125 CW TO 1-1/4"/1" B1 CST								
Category : Category 003: COPPER KLM LEAD FREE								
3010006	COPPER KLM LEAD ...	1-1/4"	L-HARD TUBE	20	8.17	163.40	0.04	0.80
3060005	COPPER KLM LEAD ...	1-1/4"	90 ELBOW CxC	4	15.28	61.12	0.27	1.08
3110018	COPPER KLM LEAD ...	1-1/4" x1" x3/4"	REDUCED TEE - 3X	1	43.41	43.41	0.54	0.54
3130022	COPPER KLM LEAD ...	3" x1-1/4"	CONCENTRIC REDUCER	1	56.48	56.48	1.50	1.50
3350006	COPPER KLM LEAD ...	1-1/4"	90 STREET ELBOW	2	22.84	45.68	0.54	1.08
3420006	COPPER KLM LEAD ...	1-1/4" x3/4"	REDUCED TEE - BRANCH	1	34.48	34.48	0.36	0.36
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						404.57		5.36
Category : Category 049: HANGER-R.CLAMP-ETC.								
49060005	HANGER-R.CLAMP-...	1-1/2"	SWIVEL LOOP HGR-FL.	8	2.10	16.80	0.50	4.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						16.80		4.00
Subtotals for Section : Section 038: COR#23 - RFI#125 CW TO 1-1/4"/1" B1 CST						421.37		9.36
Grand Totals						421.37		9.36

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 11-25-16

COR#23 CREDIT
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/28/2016 2:51:42 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 039: COR#23 - RFI#125 CW TO 1-1/4"/1" B1 CRD								
Category : Category 003: COPPER KLM LEAD FREE								
3010005	COPPER KLM LEAD ...	1"	L-HARD TUBE	-20	5.69	-113.80	0.04	-0.80
3060004	COPPER KLM LEAD ...	1"	90 ELBOW CxC	-4	10.31	-41.24	0.21	-0.84
3130021	COPPER KLM LEAD ...	3" x1"	CONCENTRIC REDUCER	-1	56.48	-56.48	1.50	-1.50
3350005	COPPER KLM LEAD ...	1"	90 STREET ELBOW	-2	15.54	-31.08	0.50	-1.00
3420004	COPPER KLM LEAD ...	1" x3/4"	REDUCED TEE - BRANCH	-2	23.68	-47.36	0.30	-0.60
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						-289.96		-4.74
Category : Category 049: HANGER-R.CLAMP-ETC.								
49060003	HANGER-R.CLAMP-...	1"	SWIVEL LOOP HGR-F.L.	-8	1.86	-14.88	0.50	-4.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						-14.88		-4.00
Subtotals for Section : Section 039: COR#23 - RFI#125 CW TO 1-1/4"/1" B1 CRD						-304.84		-8.74
Grand Totals						-304.84		-8.74



*3/15/17 - Design Change -
Design Congruency -*

February 16, 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. 0121 RFI # 195 Gas Line and CD Line changes per HVAC relocation in B32

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

RFI # 195 Gas Line and CD Line changes per HVAC relocation in B32

Phase	Category	Description	Subcontractor	Quote
220010	71140	Plumbing	CITY COMMERCIAL PLUMBING, INC.	1,372.00
			Subtotal	1,372.00
007480	71160	Subguard	1.15%	15.78
007410	71160	Builders Risk	0.6%	8.33
007420	71160	General Insurance	1.15%	15.96
007510	71160	P&P Bond	1%	13.72
991000	79999	Change Order Fee	5%	70.60
			Markup Subtotal	124.39
			PCI Total	1,496.39

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,496.39.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost 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 - 3/15/17 TB 3/15/17
Wef 3/14/17



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, which appears to be "Bill Gray", is written over the printed name. To the right of the signature, the date "2/16/2017" is handwritten in blue ink.

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00195

To:	SVA ARCHITECTS, INC.	RFI Date:	01/12/2017
Attention:	Tom Bardwell	Date Due:	01/19/2017
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	High
	Jeff Walker	Schedule/Activity ID:	
		Document Reference:	P2-11.1
		Spec Section:	22000
		Status:	Returned

Subject: Bulletin #32 HVAC Changes and the Effect on Gas and CD Piping in BLDG 2

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Bulletin #32 changed the location and orientation of rooftop unit AC3 on BLDG 2 which changed the location of the gas and condensate drain stub ups to the unit connections. Revised Plumbing Drawings were not provided in Bulletin #32 showing these revisions. Roughly 15' of linear length was added to the gas piping system. Please verify that this additional length of pipe has not changed the gas pipe sizing. Also, the condensate drain piping on the latest Plumbing Drawings is shown to run to the service sink in the kitchen which is no longer in the Kitchen (see attached). Verify it is acceptable to run the condensate drain down to the new floor sink outside of the refrigerators (see attached). Please verify and provide revised drawings complete with sizing, piping, routing design. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Nalani Scanlon

Date of Response: 01/24/2017

The additional 15' of gas piping will not cause an increase in the gas pipe size. Alternate route and discharge point of the condensate line is acceptable

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI038



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

PCI #121

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

January 26, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#30

DESCRIPTION: PCI#0121, BULLETIN#32, RFI#195 - ADDED FOOTAGE OF GAS LINE DUE TO HVAC ROOF UNIT AC-3 MOVING WEST.

TOTAL COST: \$1,372.00

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

01/26/2017

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. 30

RE: PCI#0121, BULL#32, RFI#195 - ADD GAS DUE TO HVAC AC-3 MOVING WEST

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	8.00	699.12
TOTAL LABOR:			1,112.08
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			79.09
LABOR TOTAL:			1,112.08
SUBTOTAL:			1,191.17
OVERHEAD/PROFIT:	15.00%		178.68
SUBTOTAL:			1,369.85
TEXTURA FEES:	0.18%		2.47
SUBTOTAL:			1,372.31
			0.00
			1,372.31
ROUND UP/DOWN:			\$1,372.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 30

RE: PCI#0121, BULL#32, RFI#195 - ADD GAS DUE TO HVAC AC-3 MOVING WEST

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		8.00		72.56
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD		2.00		
LABOR & MATERIAL TOTAL				12.00		72.56
SALES TAX:					9.00%	6.53
<u>TOTAL MATERIAL COST:</u>						79.09

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 01-13-17

COR#30
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 1/26/2017 11:21:09 AM
 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 050: COR#30 - RFI#195 ADD GAS TO AC-3								
Category : Category 017: SCH 40 BLK T&C/WELD								
17010003	SCH 40 BLK T&C/WE...	1"	PIPE	21	1.44	30.24	0.09	1.89
17080003	SCH 40 BLK T&C/WE...	1"	90 ELBOW	1	2.52	2.52	0.85	0.85
Subtotals for Category : Category 017: SCH 40 BLK T&C/WELD						32.76		2.74
Category : Category 049: HANGER-R.CLAMP-ETC.								
49050003	HANGER-R.CLAMP-...	1"	SWIVEL LOOP HGR-GAL.	5	0.52	2.60	0.50	2.50
49140001	HANGER-R.CLAMP-...	3/8"	BEAM CLMP-UNIVSL-DBL	5	5.28	26.40	0.55	2.75
49380002	HANGER-R.CLAMP-...	3/8"	ALL THREAD ROD	10	1.08	10.80	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						39.80		5.25
Subtotals for Section : Section 050: COR#30 - RFI#195 ADD GAS TO AC-3						72.56		7.99
Grand Totals						72.56		7.99



February 16, 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. 0155 RFI 192 Add waste and vent piping for 2- 2" roof receptors at
Kindergarten building

*3/15/17 Roof Receptors
are on drawing but not
routing - ask for credit
offer \$3000 -*

*3/21/17 -
~~Contingency~~
Contingency
Allowance*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add waste and vent piping for 2- 2" roof receptors at Kindergarten building

Phase	Category	Description	Subcontractor	Quote
220010	71140	RFI # 0192 Add waste and vent piping for roof receptors in Kindergarten Building	CITY COMMERCIAL PLUMBING, INC.	4,093.00
			Subtotal	4,093.00
007480	71160	Subguard	1.15%	47.07
007410	71160	Builders Risk	0.6%	24.84
007420	71160	General Insurance	1.15%	47.61
007510	71160	P&P Bond	1%	40.93
991000	79999	Change Order Fee	5%	210.63
			Markup Subtotal	371.08
			PCI Total	4,464.08

\$3600

*3926.37
CX.*

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,464.08.**

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.

mjt - 3/21/17

TJB 3/21/17

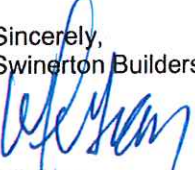
WKA 3/21/17



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: _____

2/16/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00192

To:	SVA ARCHITECTS, INC.	RFI Date:	01/11/2017
Attention:	Tom Bardwell	Date Due:	01/18/2017
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	Normal
	Jeff Walker	Schedule/Activity ID:	
		Document Reference:	P4-11.2
		Spec Section:	22000
		Status:	Accepted

Subject: No Piping Design for RR-1 Roof Receptors in BLDG 4

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Plumbing Drawings show two 2" RR-1 roof receptors on the roof of Bldg 4 (see attached). No piping or piping design is shown for these roof receptors and associated vent piping. Please verify and provide drawing complete with sizing, piping, routing design. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

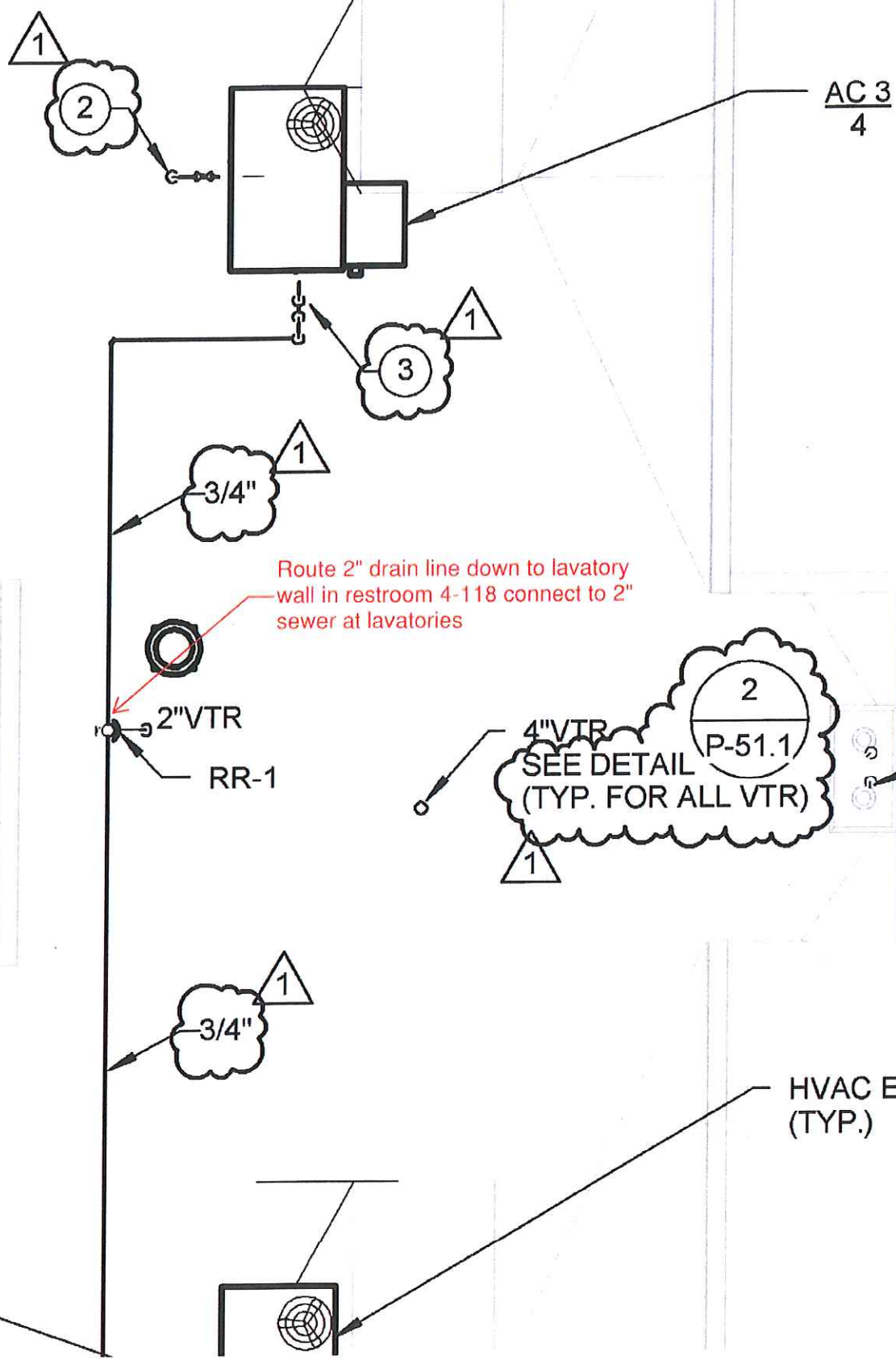
Date of Response: 01/19/2017

Route 2" drain lines from RR-1's down to plumbing walls at lavatories in restrooms 4-110 and 4-118. Vent through roof locations are shown on plans.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI037
RFI 192 sketch

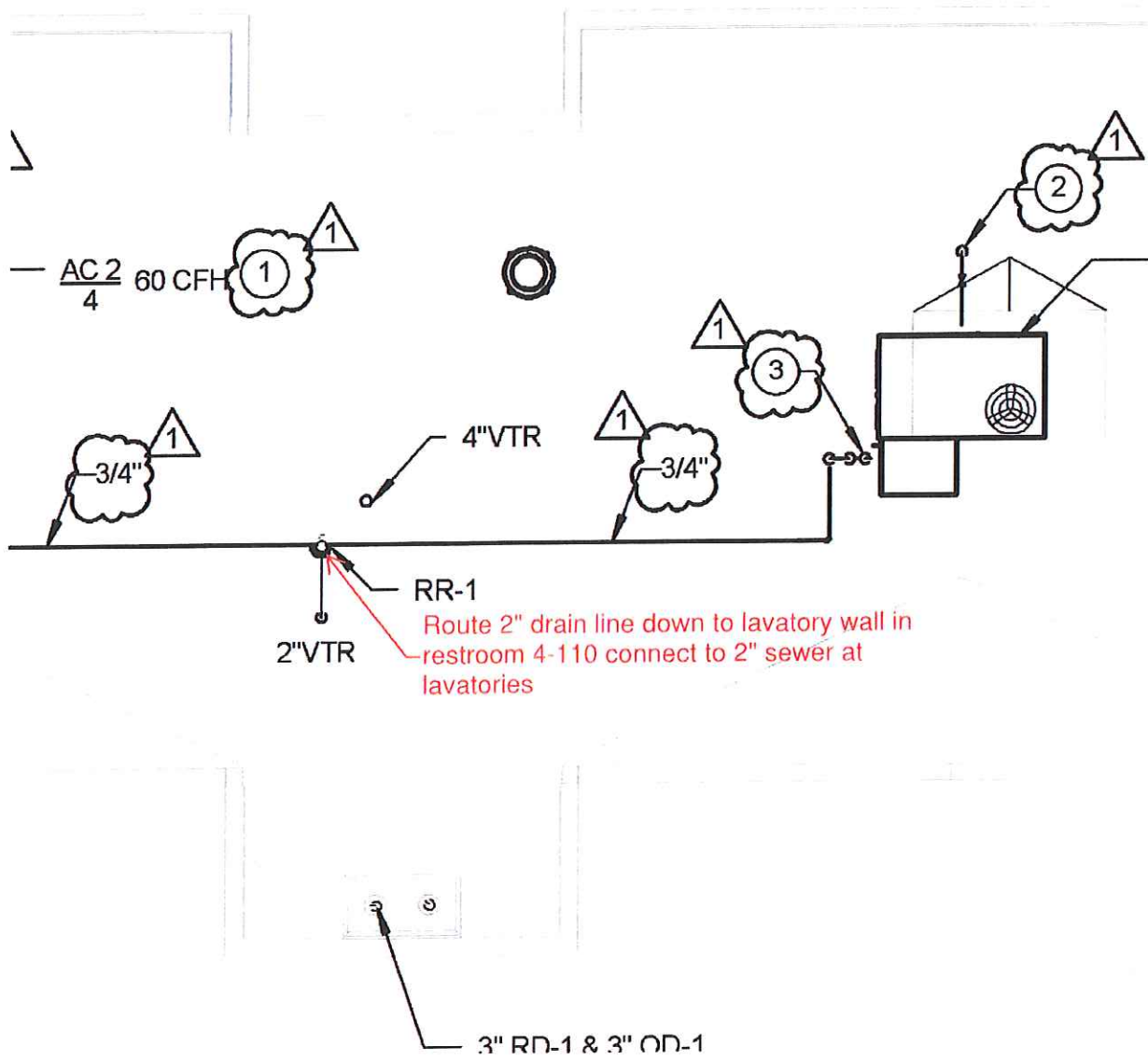
LECT
P.)





3

4





CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

PCI # 0155

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

January 26, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#29

DESCRIPTION: RFI#192 - ADD WASTE & VENT PIPING FOR (2) 2" ROOF RECEPTORS ON KINDERGARTEN ROOF.

TOTAL COST: \$4,093.00

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 2 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

01/26/2017

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. 29

RE: RFI#192 - ADD W&V PIPING FOR (2) 2" RR'S ON KINDERGARTEN ROOF

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	6.00	619.44
PLUMBER	87.39	20.06	1,753.04
TOTAL LABOR:			2,372.48
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			1,180.25
LABOR TOTAL:			2,372.48
SUBTOTAL:			3,552.74
OVERHEAD/PROFIT:	15.00%		532.91
SUBTOTAL:			4,085.65
TEXTURA FEES:	0.18%		7.35
SUBTOTAL:			4,093.00
			0.00
			4,093.00
ROUND UP/DOWN:			\$4,093.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 29

RE: RFI#192 - ADD W&V PIPING FOR (2) 2" RR'S ON KINDERGARTEN ROOF

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		20.06		1082.80
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD		4.00		

LABOR & MATERIAL TOTAL	26.06	1082.80
SALES TAX:	9.00%	97.45
<u>TOTAL MATERIAL COST:</u>		1180.25

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 01-13-17

COR#29
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 1/26/2017 10:58:03 AM
 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 049: COR#29 - RF#192 ADD W&V FOR RR'S								
Category : Category 041: C.I. SOIL NO HUB								
41010002	C.I. SOIL NO HUB	2"	PIPE-C.I. NO HUB	40	11.17	446.80	0.12	4.80
41020002	C.I. SOIL NO HUB	2"	P-TRAP	2	23.90	47.80	0.42	0.84
41040001	C.I. SOIL NO HUB	2"	UPRIGHT WYE	2	36.90	73.80	0.75	1.50
41060002	C.I. SOIL NO HUB	2"	1/4 BEND	2	16.50	33.00	0.39	0.78
41070001	C.I. SOIL NO HUB	Unsize	TESTING OF SYSTEM	1	Skip	0.00	4.00	4.00
41100002	C.I. SOIL NO HUB	2"	COMBINATION	2	23.90	47.80	0.57	1.14
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	20	18.30	366.00	0.10	2.00
Subtotals for Category : Category 041: C.I. SOIL NO HUB						1,015.20		15.06
Category : Category 049: HANGER-R.CLAMP-ETC.								
49010006	HANGER-R.CLAMP-...	2"	CLEVIS HGR.-BLK.	10	2.10	21.00	0.50	5.00
49380002	HANGER-R.CLAMP-...	3/8"	ALL THREAD ROD	10	1.08	10.80	Skip	0.00
49400002	HANGER-R.CLAMP-...	3/8"	HEX NUTS	30	0.79	23.70	Skip	0.00
49410002	HANGER-R.CLAMP-...	3/8"	WASHER-FLAT-ROUND	30	0.26	7.80	Skip	0.00
49490001	HANGER-R.CLAMP-...	Unsize	SCREWS	10	0.43	4.30	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						67.60		5.00
Subtotals for Section : Section 049: COR#29 - RF#192 ADD W&V FOR RR'S						1,082.80		20.06
Grand Totals						1,082.80		20.06



February 16, 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. 0156 RFI 062 & 064 RE-route under slab waste and vent in rooms 116 & 117 to be within confines of room

*3/15/17
 Proposal splitting backhoe
 Design Engineering
 #contract @ #7640
 3/21/17 - accepted*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

RE-route under slab waste and vent in rooms 116 & 117 to be within confines of room

Phase	Category	Description	Subcontractor	Quote
220010	71140	RE-route under slab waste and vent in rooms 116 & 117 to be within confines of room	CITY COMMERCIAL PLUMBING, INC.	8,498.00
			Subtotal	8,498.00
007480	71160	Subguard	1.15%	97.73
007410	71160	Builders Risk	0.6%	51.57
007420	71160	General Insurance	1.15%	98.85
007510	71160	P&P Bond	1%	84.98
991000	79999	Change Order Fee	5%	437.31
			Markup Subtotal	770.44
			PCI Total	9,268.44

#7640

*8332 bb
 C.T.*

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 9,268.44.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost 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.

MH-3/21/17

TB 3/21/17

WKA 3/21/17



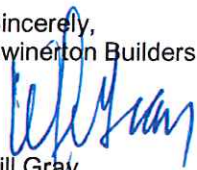
» This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

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: _____

2/16/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00062

To:	SVA ARCHITECTS, INC.	RFI Date:	07/11/2016
Attention:	Tom Bardwell	Date Due:	07/15/2016
CC:	Paul Vernier Phil Murray	RFI Type:	Structural
		Priority:	
		Schedule/Activity ID:	
		Document Reference:	A1-45.1
		Spec Section:	22000
		Status:	Accepted

Subject: BLDG 1 Plumbing vent lines in wall as they intersect shear wall framing

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

In Building 1, Girls Restroom #1-116, the Plumbing Drawings shows the horizontal vent piping that picks up the 1st floor Girls Restroom #1-116 as it runs horizontally in the A15.6 type wall (see attached). Due to the lack of a plumbing chase, the 2" & 3" horizontal vent line will penetrate every 2"x4" stud in the wall. Also, the vertical pipe risers to the 2nd floor will completely sever the 2"x4" top and bottom plates (see attached). This will require the notching of studs and plates. The same condition exists in the Boys Restrooms #1-117 and #1-217. Please verify that this is acceptable and does not impact the structural integrity of the exterior framed wall. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Create a 6" wide pipe chase between the 2"x6" exterior wall and the 2"x4" interior wall on both floors and in both Boys and Girls Restrooms.

ANSWER:

Answered By: Tom Bardwell

Date of Response: 08/15/2016

Run individual vents to above ceiling, combine and offset vents above ceiling on first floor, run up wing wall in 2nd floor restroom and connect to 3₂ vent thru roof.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI010
VENT FRONT VIEW
VENT ISOMETRIC VIEW



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00064

To:	SVA ARCHITECTS, INC.	RFI Date:	07/15/2016
Attention:	Tom Bardwell	Date Due:	07/22/2016
CC:	Paul Vernier	RFI Type:	Structural
	Peter Sarkis	Priority:	High
		Schedule/Activity ID:	
		Document Reference:	P1.41.1
		Spec Section:	22000
		Status:	Accepted

Subject: Plumbing waste and vent lines in wall for lavatories in bathrooms #1-116 & #1-216 horizontally as they intersect wall framing

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

In Building 1, Girls Restroom #1-116, the Plumbing Drawings shows the horizontal waste and vent piping that picks up the 1st floor Girls Restroom #1-116 as it runs horizontally in the A14.6 type wall (see attached). Due to the lack of a plumbing chase, the 2" horizontal waste and vent lines will penetrate every 2"x6" stud in the wall. Also, the vertical pipe risers to the 2nd floor will pass through the 2"x6" top and bottom plates (see attached). The same condition exists in the Boys Restrooms #1-117 and #1-217. Please verify that this is acceptable and does not impact the structural integrity of the framed wall. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Create a 6" wide Plumbing chase on both floors for both sets of bathrooms.

ANSWER:

Answered By: Tom Bardwell

Date of Response: 07/22/2016

At the non-load bearing and non-shear walls only:

- 1) Structurally acceptable to have maximum one penetration (maximum 3" diameter) through the 2x6 studs. Follow detail 9/S-601 for wall studs.
- 2) The top & bottom plate penetration as noted is structurally acceptable provided that detail 11/S-601 is used and penetration is minimum 12" away from any top/bottom plate splices.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI014



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

RFI # 156

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0586

EXTRA WORK ORDER SUBMITTAL

September 30, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#9

DESCRIPTION: RFI#62 & 64 - REROUTE UNDERGROUND WASTE AND VENT PIPING TO BE WITHIN BATHROOM AND THE USE OF BOTTLE VENTS FOR WATER CLOSETS IN RESTROOMS 1-116 & 1-117.


TOTAL COST: \$8,498.00

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 4 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

09/30/2016

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. 9

RE: RFI#62 & 64 - RE-RTE UG W&V PIPING TO BE WITHIN RR & USE BOTTLE VENTS
 FOR WATER CLOSETS AT RM#1-116 & 1-117

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	24.00	2,477.76
PLUMBER	87.39	29.44	2,572.76
TOTAL LABOR:			5,050.52
OTHER EXPENSE:			
BACKHOE	135.00	8.00	1,080.00
BACKHOE W. WHL	157.00	4.00	628.00
TOTAL OTHER EXP.:			1,708.00
OTHER EXPENSE:			1,708.00
MATERIAL TOTAL:			617.60
LABOR TOTAL:			5,050.52
SUBTOTAL:			7,376.13
OVERHEAD/PROFIT:		15.00%	1,106.42
SUBTOTAL:			8,482.55
TEXTURA FEES:		0.18%	15.27
SUBTOTAL:			8,497.81
			0.00
			8,497.81
ROUND UP/DOWN:			\$8,498.00

*Original needed
 some backhoe
 work - give
 credit for
 some backhoe
 time*

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 9

RE: RFI# 62 & 64 - RE-RTE UG W&V PIPING TO BE WITHIN RR & USE BOTTLE VENTS
 FOR WATER CLOSETS AT RM#1-116 & 1-117

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		84.22		2707.72
		MATERIAL CREDIT		-66.78		-2141.11
		BACKHOE W. OPERATOR (8 HR - SEE OTHER EXPENSE)				
		BACKHOE COMPACT W. OPERATOR (4HRS - SEE OTHER EXPENSE)				
		PLUMBER WORK WITH BACKHOE		12.00		
		GEN FOREMAN - LAYOUT/COORDINATE		8.00		
		GEN FOREMAN - CADD/REDRAW UG		16.00		
LABOR & MATERIAL TOTAL				53.44		566.61
SALES TAX:					9.00%	50.99
<u>TOTAL MATERIAL COST:</u>						617.60

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 09-23-16

COR#9, COST
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 9/30/2016 2:40:35 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 013: COR#9 - REDESIGN OF UG W&V IN RR COST								
Category : Category 002: PVC SCH 40--DWV								
2050003	PVC SCH 40--DWV	2"	1/8 BEND -- HxH	22	4.33	95.26	0.23	5.06
2050005	PVC SCH 40--DWV	4"	1/8 BEND -- HxH	4	22.34	89.36	0.44	1.76
2060003	PVC SCH 40--DWV	2"	1/4 BEND -- HxH	15	4.84	72.60	0.27	4.05
2060005	PVC SCH 40--DWV	4"	1/4 BEND -- HxH	2	23.10	46.20	0.81	1.62
2100002	PVC SCH 40--DWV	2"	COMBINATION -- HxHxH	3	13.90	41.70	0.38	1.14
2100004	PVC SCH 40--DWV	4"	COMBINATION -- HxHxH	11	36.30	399.30	1.22	13.42
2110002	PVC SCH 40--DWV	2"	WYE -- HxHxH	1	9.62	9.62	0.60	0.60
2110004	PVC SCH 40--DWV	4"	WYE -- HxHxH	3	34.21	102.63	1.07	3.21
2360002	PVC SCH 40--DWV	2"	L.S. 1/4 BEND - HxH	16	8.88	142.08	0.27	4.32
2360004	PVC SCH 40--DWV	4"	L.S. 1/4 BEND - HxH	12	27.36	328.32	0.81	9.72
2400004	PVC SCH 40--DWV	4" x2"	RED COMBO -- HxHxH	15	26.04	390.60	0.99	14.85
2410005	PVC SCH 40--DWV	4" x2"	RED WYE -- HxHxH	11	24.80	272.80	0.99	10.89
2530002	PVC SCH 40--DWV	2"	1/16 BEND -- HxH	3	6.27	18.81	0.26	0.78
Subtotals for Category : Category 002: PVC SCH 40--DWV						2,009.28		71.42
Category : Category 009: SCH 40 PVC								
65	SCH 40 PVC		6"x2'-0" PVC SCH40 SLEEVE	2	16.82	33.64	2.00	4.00
9010006	SCH 40 PVC	2"	SCH40 PVC PIPE	80	4.17	333.60	0.06	4.80
9010009	SCH 40 PVC	4"	SCH40 PVC PIPE	40	8.28	331.20	0.10	4.00
Subtotals for Category : Category 009: SCH 40 PVC						698.44		12.80
Subtotals for Section : Section 013: COR#9 - REDESIGN OF UG W&V IN RR COST						2,707.72		84.22
Grand Totals						2,707.72		84.22

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 09-23-16

COR#9, CREDIT
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 9/30/2016 2:40:27 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 012: COR#9 - REDESIGN OF UG W&V IN RR CRD								
Category : Category 002: PVC SCH 40--DWV								
2060003	PVC SCH 40--DWV	2"	1/4 BEND -- HxH	-2	4.84	-9.68	0.27	-0.54
2060005	PVC SCH 40--DWV	4"	1/4 BEND -- HxH	-11	23.10	-254.10	0.81	-8.91
2100002	PVC SCH 40--DWV	2"	COMBINATION -- HxHxH	-8	13.90	-111.20	0.38	-3.04
2110002	PVC SCH 40--DWV	2"	WYE -- HxHxH	-2	9.62	-19.24	0.60	-1.20
2110004	PVC SCH 40--DWV	4"	WYE -- HxHxH	-13	34.21	-444.73	1.07	-13.91
2120003	PVC SCH 40--DWV	2"	SAN TEE -- HxHxH	-4	7.89	-31.56	0.37	-1.48
2360002	PVC SCH 40--DWV	2"	L.S. 1/4 BEND - HxH	-11	8.88	-97.68	0.27	-2.97
2360004	PVC SCH 40--DWV	4"	L.S. 1/4 BEND - HxH	-13	27.36	-355.68	0.81	-10.53
2400004	PVC SCH 40--DWV	4" x2"	RED COMBO -- HxHxH	-2	26.04	-52.08	0.99	-1.98
2410005	PVC SCH 40--DWV	4" x2"	RED WYE -- HxHxH	-7	24.80	-173.60	0.99	-6.93
2420005	PVC SCH 40--DWV	4" x2"	RED SAN TEE -- HxHxH	-11	23.56	-259.16	0.99	-10.89
Subtotals for Category : Category 002: PVC SCH 40--DWV						-1,808.71		-62.38
Category : Category 009: SCH 40 PVC								
9010006	SCH 40 PVC	2"	SCH40 PVC PIPE	-40	4.17	-166.80	0.06	-2.40
9010009	SCH 40 PVC	4"	SCH40 PVC PIPE	-20	8.28	-165.60	0.10	-2.00
Subtotals for Category : Category 009: SCH 40 PVC						-332.40		-4.40
Subtotals for Section : Section 012: COR#9 - REDESIGN OF UG W&V IN RR CRD						-2,141.11		-66.78
Grand Totals						-2,141.11		-66.78



February 16, 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. 0157 RFI # 063 3" vent piping is to be added at the boys and girls restroom
 #1-123 and #1-126

*3/15/17
 When is credit for
 labor & material
 from original proposal.
 3/21/17
 Contingency allocation
 approved.*

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Per RFI # 063 response 3" vent piping is to be added at the boys and girls restroom #1-123 and #1-126

Phase	Category	Description	Subcontractor	Quote
220010	71140	RFI # 063 Add 3" vent piping in Classroom Building boys and girls restrooms #1-123 and #1-126	CITY COMMERCIAL PLUMBING, INC.	3,829.00
			Subtotal	3,829.00
007480	71160	Subguard	1.15%	44.03
007410	71160	Builders Risk	0.6%	23.24
007420	71160	General Insurance	1.15%	44.54
007510	71160	P&P Bond	1%	38.29
991000	79999	Change Order Fee	5%	197.04
			Markup Subtotal	347.14
			PCI Total	4,176.14

OK

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,176.14.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost 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 - 3/21/17

TB 3/21/17

WPA 3/22/17

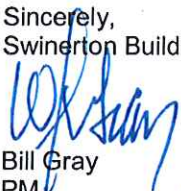


X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

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: 2/16/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00063

To:	SVA ARCHITECTS, INC.	RFI Date:	07/15/2016
Attention:	Tom Bardwell	Date Due:	07/21/2016
CC:	Dick Jones	RFI Type:	Plumbing
	Phil Murray	Priority:	High
		Schedule/Activity ID:	
		Document Reference:	P3-41.1
		Spec Section:	22000
		Status:	Accepted

Subject: Building 1 Sanitary vent from bathrooms #1-123 & #1-126 sizing and routing.

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

In Building 1, Boys & Girls Restrooms #1-123 & #1-126 share the plumbing wall where the bathroom fixtures revent. The Plumbing Drawings do not show the sizing or the routing for the vent from this area to the 2nd floor penetration up into a 2nd floor wall (see attached). Plumbing Code would require a minimum of a 3" vent for the total of these fixtures. Please provide sizing and routing for the combined vent for these bathroom fixtures to the 2nd floor. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 08/15/2016

Provide 3" vent riser to second floor. See attaches sketches.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI012
RFI 063 with sketch 1
RFI 063 with sketch 2



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

August 18, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#11

DESCRIPTION: RFI#63 - INSTALL NEW 3" VENT LINE FROM RESTROOMS UP TO 2ND FLOOR IN ROOMS 1-125 & 1-126. ALSO ADDITIONAL 2" VENT RISERS ARE REQUIRED BECAUSE WE CANNOT RE-VENT HORIZONTALLY IN FRAMING AT BOTH SETS OF LAVATORIES.


TOTAL COST: \$3,829.00

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 2 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

08/18/2016

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. 11

RE: RFI#63 - ADD 3" VENT PIPING IN BATHROOMS 1-125 & 1-126, ADD 2" VENT RISERS

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	19.62	1,714.59
TOTAL LABOR:			2,127.55
OTHER EXPENSE:			
BACKHOE	135.00		0.00
BACKHOE W. WHL	157.00		0.00
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			1,196.43
LABOR TOTAL:			2,127.55
SUBTOTAL:			3,323.98
OVERHEAD/PROFIT:	15.00%		498.60
SUBTOTAL:			3,822.58
TEXTURA FEES:	0.18%		6.88
SUBTOTAL:			3,829.46
			0.00
			3,829.46
ROUND UP/DOWN:			\$3,829.00

NOTES:

CHANGE ORDER REQUEST

08/18/2016

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 11

RE: RFI#63 - ADD 3" VENT PIPING IN BATHROOMS 1-125 & 1-126, ADD 2" VENT RISERS

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		19.62		1097.64
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		2.00		
LABOR & MATERIAL TOTAL				23.62		1097.64
SALES TAX:					9.00%	98.79
TOTAL MATERIAL COST:						1196.43

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 08-05-16

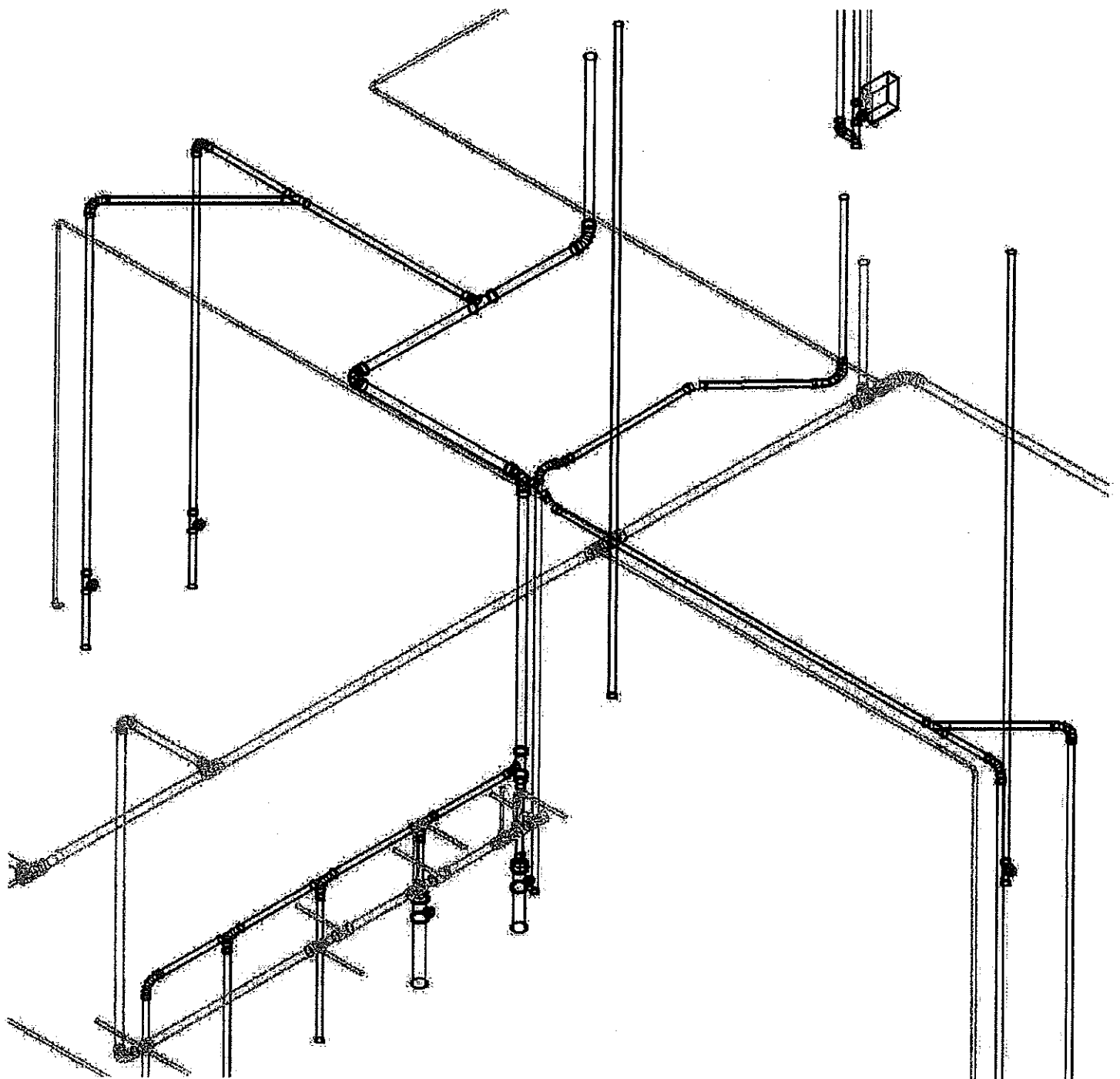
COR#11
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

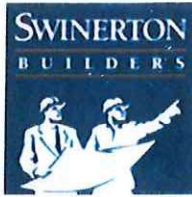
PRINTED 8/18/2016 10:42:47 AM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 015: COR#11 - RFI#63 NEW VENT LINES								
Category : Category 041: C.I. SOIL NO HUB								
41010002	C.I. SOIL NO HUB	2"	PIPE--C.I. NO HUB	20	11.17	223.40	0.12	2.40
41010003	C.I. SOIL NO HUB	3"	PIPE--C.I. NO HUB	20	15.41	308.20	0.16	3.20
41060003	C.I. SOIL NO HUB	3"	1/4 BEND	2	23.00	46.00	0.58	1.16
41370001	C.I. SOIL NO HUB	3" x2"	LHO 1/4 BEND	1	36.40	36.40	0.73	0.73
41420003	C.I. SOIL NO HUB	3" x2"	REDUCED SANITARY TEE	1	24.80	24.80	0.73	0.73
41550003	C.I. SOIL NO HUB	3"	FLASHING-LEAD	1	82.20	82.20	0.50	0.50
41560003	C.I. SOIL NO HUB	3"	RISER CLAMPS	1	7.60	7.60	0.20	0.20
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	4	18.30	73.20	0.10	0.40
41600003	C.I. SOIL NO HUB	3"	HUSKY COUPLING	8	21.10	168.80	0.10	0.80
Subtotals for Category : Category 041: C.I. SOIL NO HUB						970.60		10.12
Category : Category 049: HANGER-R.CLAMP-ETC.								
59	HANGER-R.CLAMP-E...		HOLDRITE SLIDE BAR	4	2.56	10.24	0.25	1.00
63	HANGER-R.CLAMP-E...		2" TWO HOLE GALV PIPE STRAP	4	0.86	3.44	0.15	0.60
49010006	HANGER-R.CLAMP-E...	2"	CLEVIS HGR.--BLK.	1	2.10	2.10	0.50	0.50
49010008	HANGER-R.CLAMP-E...	3"	CLEVIS HGR.--BLK.	7	2.36	16.52	0.60	4.20
49180001	HANGER-R.CLAMP-E...	3/8"	ANGLE CLIP	8	2.48	19.84	0.40	3.20
49380003	HANGER-R.CLAMP-E...	1/2"	ALL THREAD ROD	10	2.09	20.90	Skip	0.00
49400003	HANGER-R.CLAMP-E...	1/2"	HEX NUTS	32	1.12	35.84	Skip	0.00
49410003	HANGER-R.CLAMP-E...	1/2"	WASHER--FLAT--ROUND	32	0.46	14.72	Skip	0.00
49490001	HANGER-R.CLAMP-E...	Unsize	SCREWS	8	0.43	3.44	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						127.04		9.50
Subtotals for Section : Section 015: COR#11 - RFI#63 NEW VENT LINES						1,097.64		19.62
Grand Totals						1,097.64		19.62

NEW PIPING SHOWN IN BLACK





February 16, 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. 0158 Add 2" waste and vent piping as directed in RFI 074

3/15/17 same comments on roof receptor ask for \$1000 credit

3/21/17 Contingency Allowance

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add 2" waste and vent piping as directed in RFI 074

Phase	Category	Description	Subcontractor	Quote
220010	71140	RFI 074 Add 2" waste and vent piping for roof receptor located above Room 1-205 in Classroom building	CITY COMMERCIAL PLUMBING, INC.	5,043.00
			Subtotal	5,043.00
007480	71160	Subguard	1.15%	58.00
007410	71160	Builders Risk	0.6%	30.61
007420	71160	General Insurance	1.15%	58.66
007510	71160	P&P Bond	1%	50.43
991000	79999	Change Order Fee	5%	259.51
			Markup Subtotal	457.21
			PCI Total	5,500.21

4500 -

*4907.98
C.Y.*

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **5,500.21**.

Please NOTE:

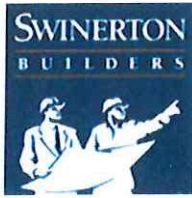
- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The 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- 3/21/17

TB 3/21/17

WKS 3/22/17



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: _____

2/14/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00074

To:	SVA ARCHITECTS, INC.	RFI Date:	08/05/2016
Attention:	Tom Bardwell	Date Due:	08/12/2016
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:	Accepted

Subject: No design for waste piping to RR-1 roof receptor above room# 1-205 in BLDG 1

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

In Building 1, the Plumbing Drawings show an RR-1 roof receptor above RM# 1-205. There is no waste piping shown on the 1st or 2ND floors picking up this fixture. Please provide design for this waste & vent piping from the roof receptor to the underground waste piping, including sizing and routing.

SUGGESTION:	Possible Cost Impact: Potentially	Possible Time Impact: Potentially
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ANSWER:	Answered By: Tom Bardwell	Date of Response: 08/11/2016
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See attached sketch for routing and sizing.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI019
RFI# 74 OED Response 2



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

August 18, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#12

DESCRIPTION: RFI#74 - ADD 2" WASTE AND VENT PIPING TO RR-1 ROOF RECEPTOR THAT WAS NEVER DESIGNED ON THE DRAWINGS, ROOM 1-205.

TOTAL COST: \$5,043.00

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

CHANGE ORDER REQUEST

08/18/2016

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. 12

RE: RFI#74 - ADD 2" RR-1 PIPING IN RM# 1-205

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	27.52	2,404.97
TOTAL LABOR:			2,817.93
OTHER EXPENSE:			
BACKHOE	135.00		0.00
BACKHOE W. WHL	157.00		0.00
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			1,559.34
LABOR TOTAL:			2,817.93
SUBTOTAL:			4,377.28
OVERHEAD/PROFIT:	15.00%		656.59
SUBTOTAL:			5,033.87
TEXTURA FEES:	0.18%		9.06
SUBTOTAL:			5,042.93
			0.00
			5,042.93
ROUND UP/DOWN:			\$5,043.00

NOTES:

CHANGE ORDER REQUEST

08/18/2016

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 12

RE: RFI#74 - ADD 2" RR-1 PIPING IN RM# 1-205

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		27.52		1430.59
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD		2.00		
LABOR & MATERIAL TOTAL				31.52		1430.59
SALES TAX:					9.00%	128.75

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 08-05-16

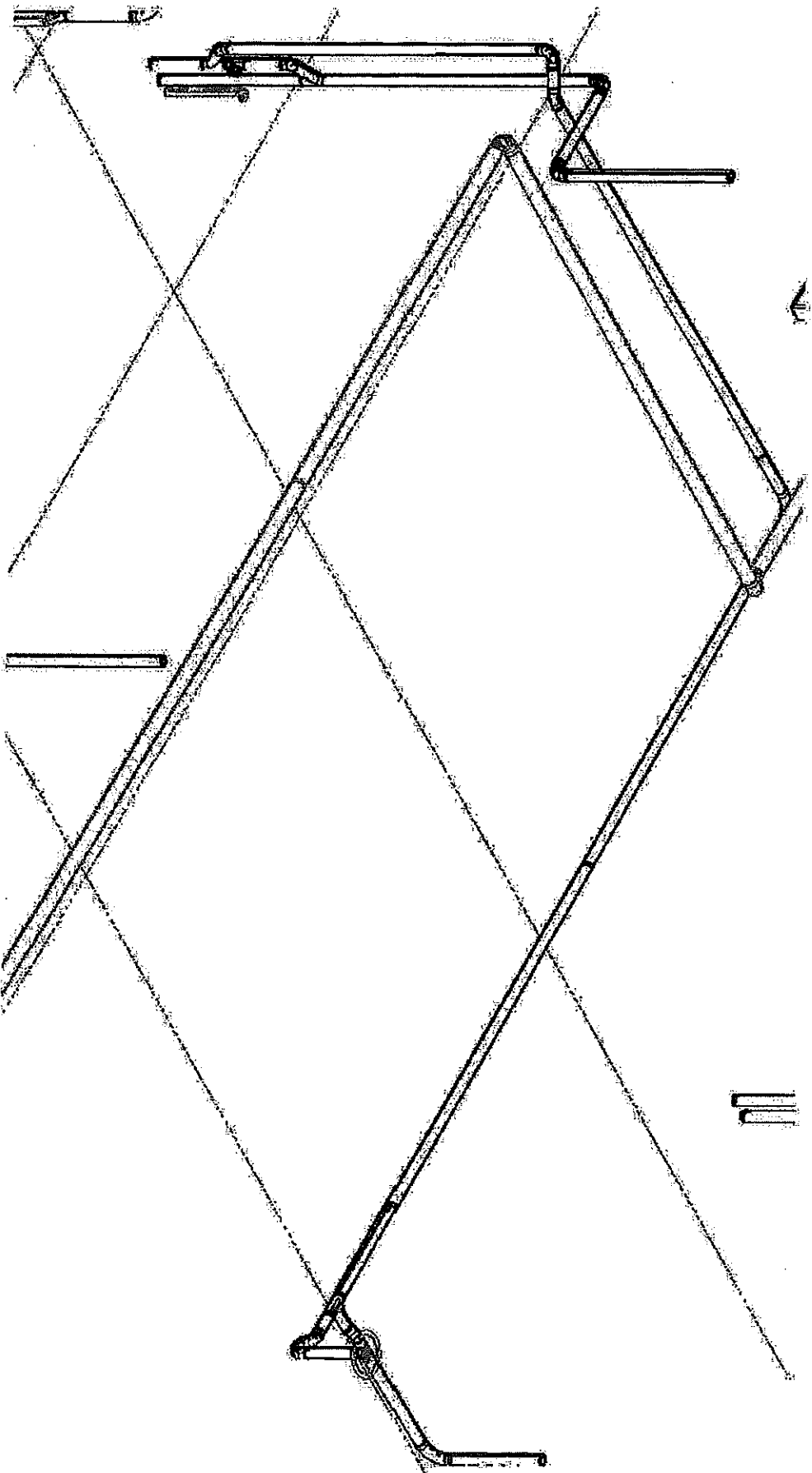
COR#12
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 8/18/2016 10:50:14 AM
 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 016: COR#12 - RFI#74 ADD 2" W&V TO RR-1								
Category : Category 041: C.I. SOIL NO HUB								
41010002	C.I. SOIL NO HUB	2"	PIPE-C.I. NO HUB	50	11.17	558.50	0.12	6.00
41020002	C.I. SOIL NO HUB	2"	P-TRAP	1	23.90	23.90	0.42	0.42
41040001	C.I. SOIL NO HUB	2"	UPRIGHT WYE	1	36.90	36.90	0.75	0.75
41050002	C.I. SOIL NO HUB	2"	1/8 BEND	1	14.20	14.20	0.38	0.38
41060002	C.I. SOIL NO HUB	2"	1/4 BEND	1	16.50	16.50	0.39	0.39
41100002	C.I. SOIL NO HUB	2"	COMBINATION	1	23.90	23.90	0.57	0.57
41350001	C.I. SOIL NO HUB	2"	SHORT SWEEP 1/4 BEND	2	22.90	45.80	0.42	0.84
41530002	C.I. SOIL NO HUB	2"	1/16 BEND	1	14.50	14.50	0.37	0.37
41550002	C.I. SOIL NO HUB	2"	FLASHING-LEAD	1	71.49	71.49	0.50	0.50
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	21	18.30	384.30	0.10	2.10
Subtotals for Category : Category 041: C.I. SOIL NO HUB						1,189.99		12.32
Category : Category 049: HANGER-R.CLAMP-ETC.								
59	HANGER-R.CLAMP-E...		HOLDRITE SLIDE BAR	2	2.56	5.12	0.25	0.50
63	HANGER-R.CLAMP-E...		2" TWO HOLE GALV PIPE STRAP	2	0.86	1.72	0.15	0.30
49010006	HANGER-R.CLAMP-E...	2"	CLEVIS HGR.-BLK.	16	2.10	33.60	0.50	8.00
49180001	HANGER-R.CLAMP-E...	3/8"	ANGLE CLIP	16	2.48	39.68	0.40	6.40
49380002	HANGER-R.CLAMP-E...	3/8"	ALL THREAD ROD	80	1.08	86.40	Skip	0.00
49400002	HANGER-R.CLAMP-E...	3/8"	HEX NUTS	64	0.79	50.56	Skip	0.00
49410002	HANGER-R.CLAMP-E...	3/8"	WASHER-FLAT-ROUND	64	0.26	16.64	Skip	0.00
49490001	HANGER-R.CLAMP-E...	Unsize	SCREWS	16	0.43	6.88	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						240.60		15.20
Subtotals for Section : Section 016: COR#12 - RFI#74 ADD 2" W&V TO RR-1						1,430.59		27.52
Grand Totals						1,430.59		27.52

NEW PIPING SHOWN IN BLACK





February 16, 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. 0159 RFI 073 Add waste and vent piping Room 1-212 Classroom Building

*3/15/17
ask for \$2500-
roof receptor*

3/21/17 Contingency allowance

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add waste and vent piping to connect roof receptor from 2nd floor slab to under slab waste piping, Room 1-212 Classroom Building

Phase	Category	Description	Subcontractor	Quote
220010	71140	RFI 073 Add waste and vent piping to pick up roof receptor above Room 1-212 in Classroom Building	CITY COMMERCIAL PLUMBING, INC.	3,213.00
			Subtotal	3,213.00
007480	71160	Subguard	1.15%	36.95
007410	71160	Builders Risk	0.6%	19.50
007420	71160	General Insurance	1.15%	37.38
007510	71160	P&P Bond	1%	32.13
991000	79999	Change Order Fee	5%	165.34
			Markup Subtotal	291.30
			PCI Total	3,504.30

2850-

*3108³⁹
CY.*

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,504.30.**

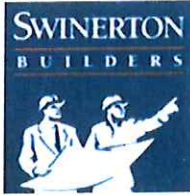
Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule and cost, which is yet to be finalized. Once determined, the job schedule and cost 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- 3/27/17

VB 3/21/17

WFS 3/22/17



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: _____

2/16/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00073

To:	SVA ARCHITECTS, INC.	RFI Date:	08/04/2016
Attention:	Tom Bardwell	Date Due:	08/11/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dwayne Torres	Priority:	High
		Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	22000
		Status:	Accepted

Subject: No design for waste piping to RR-1 roof receptor above room# 1-212 in BLDG 1

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

In Building 1, the Plumbing Drawings show an RR-1 roof receptor above RM# 1-212. There is no waste piping shown on the 1st floor picking up this fixture. Please provide design for this waste piping from the 2nd floor slab to the underground waste piping, including sizing and routing. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 08/11/2016

See attached sketch for routing and sizing.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI018
RFI #73 OED Response 2



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cahasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

August 18, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#13

DESCRIPTION: RFI#73 - ADD 2" WASTE AND VENT PIPING TO RR-1 ROOF RECEPTOR THAT WAS NEVER DESIGNED ON THE DRAWINGS, ROOM 1-212.

TOTAL COST: \$3,213.00

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 2 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

08/18/2016

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. 13

RE: RFI#73 - ADD 2" RR-1 PIPING IN RM# 1-212

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	16.70	1,459.41
TOTAL LABOR:			1,872.37
OTHER EXPENSE:			
BACKHOE	135.00		0.00
BACKHOE W. WHL	157.00		0.00
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			916.71
LABOR TOTAL:			1,872.37
SUBTOTAL:			2,789.08
OVERHEAD/PROFIT:	15.00%		418.36
SUBTOTAL:			3,207.45
TEXTURA FEES:	0.18%		5.77
SUBTOTAL:			3,213.22
			0.00
			3,213.22
ROUND UP/DOWN:			\$3,213.00

NOTES:

CHANGE ORDER REQUEST

08/18/2016

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 13

RE: RFI#73 - ADD 2" RR-1 PIPING IN RM# 1-212

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		16.70		841.02
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD		2.00		
LABOR & MATERIAL TOTAL				20.70		841.02
SALES TAX:					9.00%	75.69

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 08-05-16

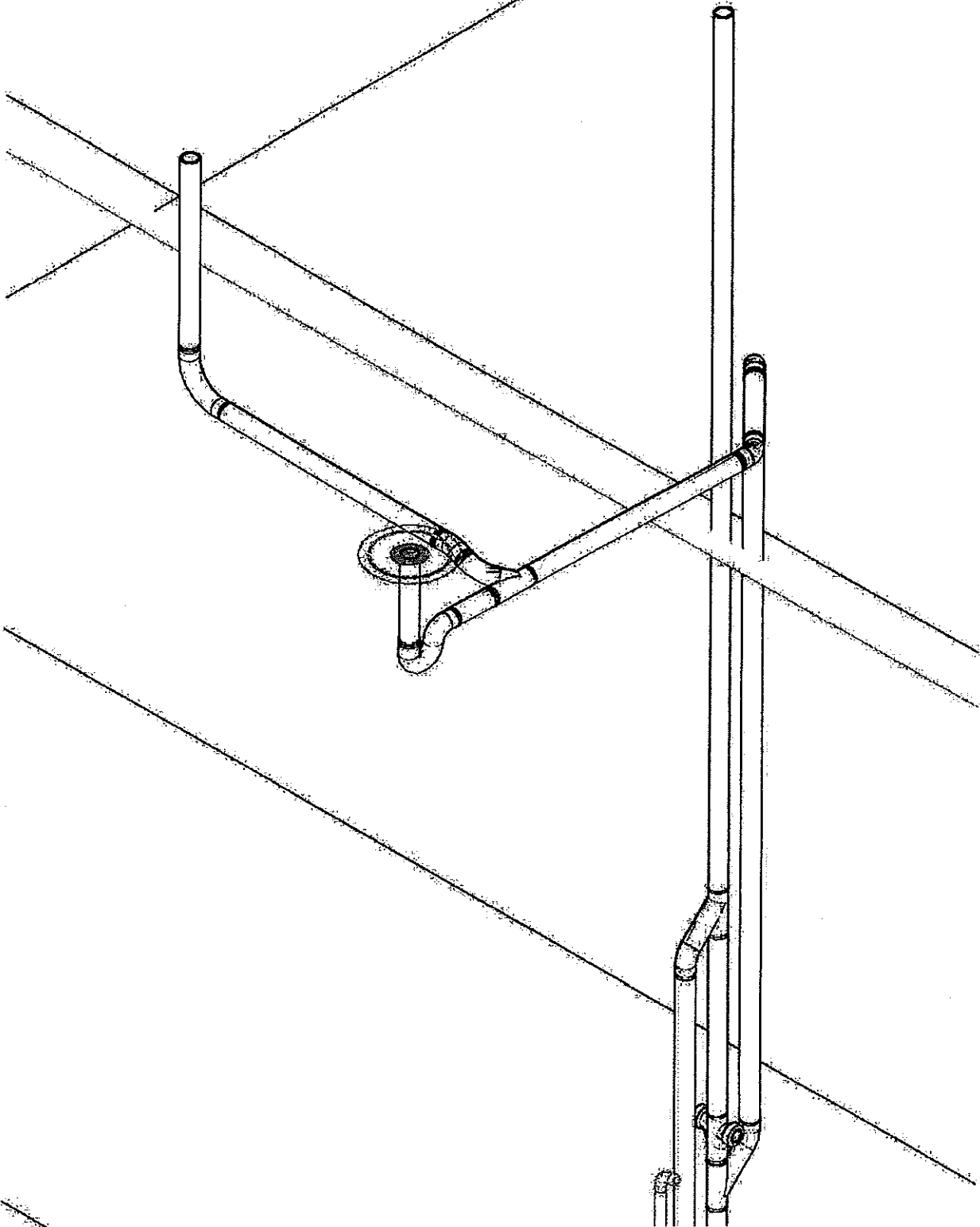
COR#13
 CITY COMMERCIAL PLUMBING
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 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 8/18/2016 10:55:46 AM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item #	Category	Size	Item Desc	Qty	Material		Field Labor	
					Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 017: COR#13 - RFI#73 ADD 2" W&V TO RR-1								
Category : Category 041: C.I. SOIL NO HUB								
41010002	C.I. SOIL NO HUB	2"	PIPE--C.I. NO HUB	20	11.17	223.40	0.12	2.40
41020002	C.I. SOIL NO HUB	2"	P-TRAP	1	23.90	23.90	0.42	0.42
41040001	C.I. SOIL NO HUB	2"	UPRIGHT WYE	1	36.90	36.90	0.75	0.75
41050002	C.I. SOIL NO HUB	2"	1/8 BEND	1	14.20	14.20	0.38	0.38
41060002	C.I. SOIL NO HUB	2"	1/4 BEND	1	16.50	16.50	0.39	0.39
41100002	C.I. SOIL NO HUB	2"	COMBINATION	1	23.90	23.90	0.57	0.57
41350001	C.I. SOIL NO HUB	2"	SHORT SWEEP 1/4 BEND	1	22.90	22.90	0.42	0.42
41530002	C.I. SOIL NO HUB	2"	1/16 BEND	1	14.50	14.50	0.37	0.37
41550002	C.I. SOIL NO HUB	2"	FLASHING-LEAD	1	71.49	71.49	0.50	0.50
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	16	18.30	292.80	0.10	1.60
Subtotals for Category : Category 041: C.I. SOIL NO HUB						740.49		7.80
Category : Category 049: HANGER-R.CLAMP-ETC.								
59	HANGER-R.CLAMP-E...		HOLDRITE SLIDE BAR	2	2.56	5.12	0.25	0.50
63	HANGER-R.CLAMP-E...		2" TWO HOLE GALV PIPE STRAP	2	0.86	1.72	0.15	0.30
49010006	HANGER-R.CLAMP-E...	2"	CLEVIS HGR.-BLK.	9	2.10	18.90	0.50	4.50
49180001	HANGER-R.CLAMP-E...	3/8"	ANGLE CLIP	9	2.48	22.32	0.40	3.60
49380002	HANGER-R.CLAMP-E...	3/8"	ALL THREAD ROD	10	1.08	10.80	Skip	0.00
49400002	HANGER-R.CLAMP-E...	3/8"	HEX NUTS	36	0.79	28.44	Skip	0.00
49410002	HANGER-R.CLAMP-E...	3/8"	WASHER--FLAT--ROUND	36	0.26	9.36	Skip	0.00
49490001	HANGER-R.CLAMP-E...	Unsize	SCREWS	9	0.43	3.87	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						100.53		8.90
Subtotals for Section : Section 017: COR#13 - RFI#73 ADD 2" W&V TO RR-1						841.02		16.70
Grand Totals						841.02		16.70

NEW PIPING SHOWN IN BLACK



CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty-Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (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 in 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. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the 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.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents 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 Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

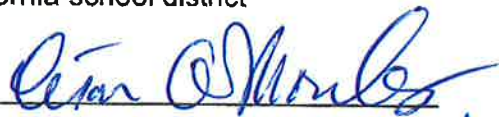
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P17-04232 – David Atkin Construction Inc. (Cline/Fateh)

Proposals were solicited for Field Contract #FC-P17-04232, Rose Avenue School TV Anchor Replacement, pursuant to the Uniform Public Construction Cost Accounting Act. Two proposals were received on Thursday, March 30, 2015. The scope of work involves the removal and replacement of anchor bolts in eighteen (18) TV Cabinets at Rose Avenue School.

This work is required by the Division of State Architect (DSA) for compliance with seismic safety standards and final DSA certification of a previously uncertified project.

It is requested that the Board of Trustees award Field Contract #FC-P17-04232 to David Atkin Construction Inc., in the amount of \$20,757.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$20,757.00 – Deferred Maintenance 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-P17-04232 in the amount of \$20,757.00 with David Atkin Construction Inc.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P17-04232, David Atkin Construction Inc. (3 Pages)

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

THIS CONTRACT is made as of 4/20/17, between **David Atkin Construction Inc.** (“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 Seven Hundred Fifty-Seven Dollars (\$20,757.00), payable in 1 progress payments 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: ****PER ATTACHED PROPOSAL DATED 3/23/17.**

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 June 19, 2017 & be completed by the end of the day August 2, 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>P17-04232</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>3/23/17</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)

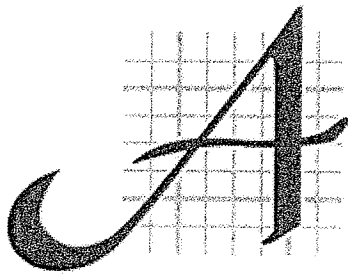
Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor’s License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance</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.



David Atkin Construction Inc.

Contractor's License Number #506351

www.atkininc.com

DIR Registration Number 1000018710

3/23/2017

Oxnard School District

Rose Ave. School TV Anchor replacement project

Replace TV cabinet AB's Bid per architect Flewelling & Moody.

I see no need for removing the existing AB's My plan is to add to what is there as per plans.

As per conversation at the job walk there can be some laminate damage especially the bottom trim. May be no damage. We did not figure on replacing it just patch it up as needed.

Including removal and put back of the electrical and cable.

\$20,757.00

Regards,

David Atkin

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 4/19/17

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

_____ 1st Reading

_____ 2nd Reading

Approval of Notice of Completion, Harrington School Fence Project 2016, Bid #16-01 (Morales/Cline/CFW)

The contractor, Fence Factory, has completed the work of Bid #16-01 to perform the work for Harrington School Fence Project 2016, as of January 26, 2017, and the project has been successfully closed-out with the Division of the State Architect. It is recommended that the Board of Trustees approve the Notice of Completion for this project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #16-01, Harrington School Fence Project 2016 with Fence Factory.

ADDITIONAL MATERIALS:

Attached: Notice of Completion (1 Page)

Return Recorded Notice of Completion to:

Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: Harrington Elementary School, 2501 Gisler Avenue, Oxnard, CA 93033, for Bid #16-01, Harrington School Fence Project 2016:

That on or about the 20th day of October 2016 the said Oxnard School District of Ventura County entered into a contract with Fence Factory for the work of site improvements located at Harrington Elementary School that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 26th day of January 2017; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2017, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: April 19, 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 _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

DESIGNATION OF REPRESENTATIVE AND ALTERNATE TO THE VENTURA COUNTY SCHOOLS SELF-FUNDING AUTHORITY'S BOARD OF DIRECTORS (Cline)

The Ventura County Schools Self-Funding Authority (VCSSFA), our risk pool, requires that the Board of Trustees of member districts designate a Representative and Alternate to the VCSSFA Board.

The Administration recommends that the Board approve the following designations to the VCSSFA Board:

- **Representative:** Lisa Cline, Deputy Superintendent, Business & Fiscal Services
- **Alternate:** Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services

FISCAL IMPACT

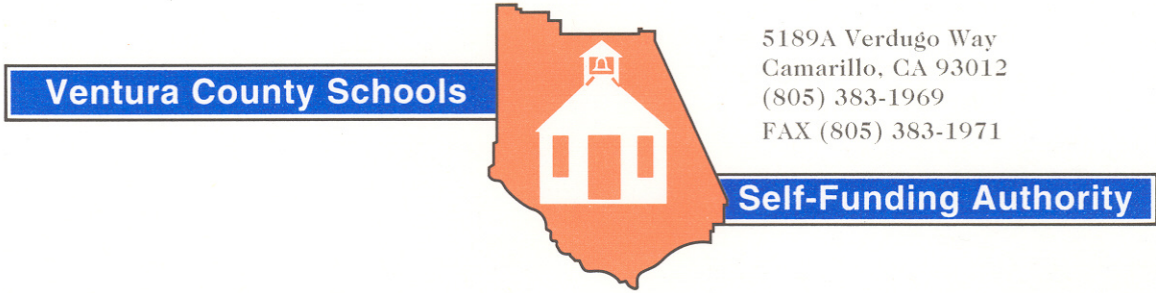
None.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services that the Board approve the designations to the VCSSFA Board as outlined above, via execution of the attached form.

ADDITIONAL MATERIAL

Attached: Designation of VCSSFA Representative (1 page)



DESIGNATION OF VCSSFA REPRESENTATIVE

The Governing Board of the _____ School District hereby designates the following as its **Representative** and **Alternate Representative** to the Ventura County Schools Self-Funding Authority (VCSSFA).

Effective Date

REPRESENTATIVE

ALTERNATE

Name

Name

Title

Title

Street Address

Street Address

City and Zip Code

City and Zip Code

Telephone

Telephone

FAX

FAX

E-mail Address

E-mail Address

The Representative is authorized to and shall act as the District’s agent in all matters related to the VCSSFA business.

President, Governing Board

Date

Representative

Date

Superintendent

Date

Alternate

Date

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Disposal of Surplus Personal Property (Cline/Franz)

The district owns surplus personal property as shown on the attached list dated March 2017. Items deemed suitable will be tagged for sale at our next surplus sale, and all other items will be disposed of and/or recycled at the appropriate facilities. It is requested that the Board of Trustees declare this property obsolete and approve the sale and/or disposal per California Education Code §17546 which permits the disposal of personal property with a value of less than \$2,500.00.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the above surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.

ADDITIONAL MATERIAL(S):

Attached: List of Personal Property – March 2017 (32 Pages)



OXNARD SCHOOL DISTRICT

1051 SOUTH A STREET • OXNARD CALIFORNIA 93030 • 805/487-3918

To: Lisa Franz
Purchasing Director

From: David Hornback
Warehouse Manager

Date: March 21, 2017

Subject: Disposal of surplus personal property

The attached list is for Board approval on District surplus of personal property. These items have been identified as no longer usable, damaged or beyond repair. We will dispose and/or recycle items at the appropriate facilities. The items deemed suitable will be tagged for sale at our next surplus sale.

If you would please forward this request to be in the next available board meeting.

Thank You

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
1795	CHEVY TRUCK/E208408	1GCDC14H8KE260652	SUR	EQUIPMENT	1
N/A	SWITCH	N/A	SUR	COMPUTER	1
1834	CPU	N/A	SUR	COMPUTER	1
N/A	APC UPS	N/A	SUR	COMPUTER	1
122075	CPU	N/A	SUR	COMPUTER	1
N/A	SWITCH	N/A	SUR	COMPUTER	1
N/A	MJP SERVER	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
123903	CPU	N/A	SUR	COMPUTER	1
123866	CPU	N/A	SUR	COMPUTER	1
123891	CPU	N/A	SUR	COMPUTER	1
123864	CPU	N/A	SUR	COMPUTER	1
123893	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
123894	CPU	N/A	SUR	COMPUTER	1
123869	CPU	N/A	SUR	COMPUTER	1
1.239E+11	CPU	N/A	SUR	COMPUTER	1
123888	CPU	N/A	SUR	COMPUTER	1
123872	CPU	N/A	SUR	COMPUTER	1
123878	CPU	N/A	SUR	COMPUTER	1
124894	CPU	N/A	SUR	COMPUTER	1
125223	CPU	N/A	SUR	COMPUTER	1
123884	CPU	N/A	SUR	COMPUTER	1
123885	CPU	N/A	SUR	COMPUTER	1
120229	CPU	N/A	SUR	COMPUTER	1
123863	CPU	N/A	SUR	COMPUTER	1
123886	CPU	N/A	SUR	COMPUTER	1
123870	CPU	N/A	SUR	COMPUTER	1
123867	CPU	N/A	SUR	COMPUTER	1
123879	CPU	N/A	SUR	COMPUTER	1
123880	CPU	N/A	SUR	COMPUTER	1
123881	CPU	N/A	SUR	COMPUTER	1
123887	CPU	N/A	SUR	COMPUTER	1
123874	CPU	N/A	SUR	COMPUTER	1
123871	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
123892	CPU	N/A	SUR	COMPUTER	1
123875	CPU	N/A	SUR	COMPUTER	1
123890	CPU	N/A	SUR	COMPUTER	1
123899	CPU	N/A	SUR	COMPUTER	1
123865	CPU	N/A	SUR	COMPUTER	1
121582	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
123876	CPU	N/A	SUR	COMPUTER	1
123895	CPU	N/A	SUR	COMPUTER	1
123898	CPU	N/A	SUR	COMPUTER	1
123897	CPU	N/A	SUR	COMPUTER	1
123889	CPU	N/A	SUR	COMPUTER	1
123868	CPU	N/A	SUR	COMPUTER	1
123882	CPU	N/A	SUR	COMPUTER	1
123901	CPU	N/A	SUR	COMPUTER	1
123904	CPU	N/A	SUR	COMPUTER	1
123883	CPU	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	33
N/A	1 BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
7271	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
9580	CPU	N/A	SUR	COMPUTER	1
7060	CPU	N/A	SUR	COMPUTER	1
9699	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
7496	CPU	N/A	SUR	COMPUTER	1
9665	CPU	N/A	SUR	COMPUTER	1
9722	CPU	N/A	SUR	COMPUTER	1
9698	CPU	N/A	SUR	COMPUTER	1
9654	CPU	N/A	SUR	COMPUTER	1
9667	CPU	N/A	SUR	COMPUTER	1
9648	CPU	N/A	SUR	COMPUTER	1
9617	CPU	N/A	SUR	COMPUTER	1
9662	CPU	N/A	SUR	COMPUTER	1
9641	CPU	N/A	SUR	COMPUTER	1
9553	CPU	N/A	SUR	COMPUTER	1
9717	CPU	N/A	SUR	COMPUTER	1
9301	CPU	N/A	SUR	COMPUTER	1
7486	CPU	N/A	SUR	COMPUTER	1
9301	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
9610	CPU	N/A	SUR	COMPUTER	1
9510	CPU	N/A	SUR	COMPUTER	1
121733	CPU	N/A	SUR	COMPUTER	1
10835	CPU	N/A	SUR	COMPUTER	1
11883	CPU	N/A	SUR	COMPUTER	1
11891	CPU	N/A	SUR	COMPUTER	1
6141	CPU	N/A	SUR	COMPUTER	1
6329	CPU	N/A	SUR	COMPUTER	1
122062	CPU	N/A	SUR	COMPUTER	1
121738	CPU	N/A	SUR	COMPUTER	1
121103	CPU	N/A	SUR	COMPUTER	1
126084	CPU	N/A	SUR	COMPUTER	1
126028	CPU	N/A	SUR	COMPUTER	1
126067	CPU	N/A	SUR	COMPUTER	1
121106	CPU	N/A	SUR	COMPUTER	1
121104	CPU	N/A	SUR	COMPUTER	1
11879	CPU	N/A	SUR	COMPUTER	1
11153	CPU	N/A	SUR	COMPUTER	1
126081	CPU	N/A	SUR	COMPUTER	1
126056	CPU	N/A	SUR	COMPUTER	1
126066	CPU	N/A	SUR	COMPUTER	1
126083	CPU	N/A	SUR	COMPUTER	1
126055	CPU	N/A	SUR	COMPUTER	1
126034	CPU	N/A	SUR	COMPUTER	1
126082	CPU	N/A	SUR	COMPUTER	1
126074	CPU	N/A	SUR	COMPUTER	1
126080	CPU	N/A	SUR	COMPUTER	1
126072	CPU	N/A	SUR	COMPUTER	1
126077	CPU	N/A	SUR	COMPUTER	1
126065	CPU	N/A	SUR	COMPUTER	1
126075	CPU	N/A	SUR	COMPUTER	1
7212	CPU	N/A	SUR	COMPUTER	1
6149	CPU	N/A	SUR	COMPUTER	1
6325	CPU	N/A	SUR	COMPUTER	1
121739	CPU	N/A	SUR	COMPUTER	1
126037	CPU	N/A	SUR	COMPUTER	1
126078	CPU	N/A	SUR	COMPUTER	1
126086	CPU	N/A	SUR	COMPUTER	1
126058	CPU	N/A	SUR	COMPUTER	1
121101	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
6148	CPU	N/A	SUR	COMPUTER	1
6153	CPU	N/A	SUR	COMPUTER	1
11151	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
122068	CPU	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	RADIO	N/A	SUR	EQUIPMENT	1
N/A	BOXES OF CABLES	N/A	SUR	COMPUTER	1
N/A	BOXES OF KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	37
N/A	NETBOOK CART	N/A	SUR	COMPUTER	2
123251	CPU	N/A	SUR	COMPUTER	1
122530	CPU	N/A	SUR	COMPUTER	1
121864	CPU	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1
N/A	DOCUMENT CAMERA	N/A	SUR	COMPUTER	3
11839	CPU	N/A	SUR	COMPUTER	1
11821	CPU	N/A	SUR	COMPUTER	1
11842	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
10554	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
11492	CPU	N/A	SUR	COMPUTER	1
126829	CPU	N/A	SUR	COMPUTER	1
9334	CPU	N/A	SUR	COMPUTER	1
118299	CPU	N/A	SUR	COMPUTER	1
11796	CPU	N/A	SUR	COMPUTER	1
N/A	PRM-30	N/A	SUR	COMPUTER	1
N/A	PRM-30	N/A	SUR	COMPUTER	1
6001	PRINTER	N/A	SUR	COMPUTER	1
6004	PRINTER	N/A	SUR	COMPUTER	1
11600	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
120864	ELMO	N/A	SUR	EQUIPMENT	1
120863	ELMO	N/A	SUR	EQUIPMENT	1
120874	ELMO	N/A	SUR	EQUIPMENT	1
120867	ELMO	N/A	SUR	EQUIPMENT	1

Oxnard School District
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Tag #	Description	Serial #	Site	Code	Qty
124903	ELMO	N/A	SUR	EQUIPMENT	1
124353	ELMO	N/A	SUR	EQUIPMENT	1
126406	APC UPS	N/A	SUR	COMPUTER	1
6402	APC UPS	N/A	SUR	COMPUTER	1
126404	APC UPS	N/A	SUR	COMPUTER	1
N/A	1 BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	DVD PLAYER	N/A	SUR	COMPUTER	3
11232	CPU	N/A	SUR	COMPUTER	1
128664	CPU	N/A	SUR	COMPUTER	1
N/A	PRM-RS2-01	N/A	SUR	COMPUTER	1
N/A	PRM-RS2-02	N/A	SUR	COMPUTER	1
N/A	PRM-RS2-03	N/A	SUR	COMPUTER	1
N/A	PRM-RS2-04	N/A	SUR	COMPUTER	1
N/A	PRM-RS2-05	N/A	SUR	COMPUTER	1
N/A	PRM-RS2-06	N/A	SUR	COMPUTER	1
N/A	PRM-RS2-07	N/A	SUR	COMPUTER	1
N/A	PRM-RS2-08	N/A	SUR	COMPUTER	1
N/A	ELMO	N/A	SUR	EQUIPMENT	1
N/A	PROMETHEAN VOTE REMOTES	N/A	SUR	COMPUTER	27
N/A	CISCO PHONE	N/A	SUR	EQUIPMENT	2
N/A	PRM-35 PROJECTOR	N/A	SUR	COMPUTER	2
N/A	1 BOX OF CABLES	N/A	SUR	COMPUTER	1
2971	TV	N/A	SUR	EQUIPMENT	1
2970	VCR	N/A	SUR	EQUIPMENT	1
122538	CISCO AIRONET	N/A	SUR	COMPUTER	1
123851	BATTERY CHARGER	N/A	SUR	COMPUTER	1
122395	LAPTOP CART	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	2
122181	CPU	N/A	SUR	COMPUTER	1
122178	CPU	N/A	SUR	COMPUTER	1
122176	CPU	N/A	SUR	COMPUTER	1
122184	CPU	N/A	SUR	COMPUTER	1
122171	CPU	N/A	SUR	COMPUTER	1
9745	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
121577	CPU	N/A	SUR	COMPUTER	1
122182	CPU	N/A	SUR	COMPUTER	1
122179	CPU	N/A	SUR	COMPUTER	1
122169	CPU	N/A	SUR	COMPUTER	1
122173	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
122180	CPU	N/A	SUR	COMPUTER	1
122174	CPU	N/A	SUR	COMPUTER	1
122186	CPU	N/A	SUR	COMPUTER	1
122170	CPU	N/A	SUR	COMPUTER	1
122183	CPU	N/A	SUR	COMPUTER	1
122185	CPU	N/A	SUR	COMPUTER	1
9652	CPU	N/A	SUR	COMPUTER	1
121671	CPU	N/A	SUR	COMPUTER	1
9624	CPU	N/A	SUR	COMPUTER	1
9622	CPU	N/A	SUR	COMPUTER	1
9687	CPU	N/A	SUR	COMPUTER	5
9575	CPU	N/A	SUR	COMPUTER	1
9671	CPU	N/A	SUR	COMPUTER	1
9587	CPU	N/A	SUR	COMPUTER	1
7361	CPU	N/A	SUR	COMPUTER	1
7442	CPU	N/A	SUR	COMPUTER	1
9566	CPU	N/A	SUR	COMPUTER	1
9655	CPU	N/A	SUR	COMPUTER	1
9323	CPU	N/A	SUR	COMPUTER	1
9592	CPU	N/A	SUR	COMPUTER	1
9638	CPU	N/A	SUR	COMPUTER	1
7497	CPU	N/A	SUR	COMPUTER	1
9636	CPU	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	19
N/A	PRINTER	N/A	SUR	COMPUTER	9
N/A	MONITOR	N/A	SUR	COMPUTER	50
N/A	VCR	N/A	SUR	COMPUTER	1
N/A	TV	N/A	SUR	COMPUTER	1
N/A	RADIO	N/A	SUR	COMPUTER	1
N/A	CD PLAYER	N/A	SUR	COMPUTER	1
N/A	16 BOXES OF CABLES	N/A	SUR	COMPUTER	1
N/A	UPS	N/A	SUR	COMPUTER	2
A1818	PROJECTOR	N/A	SUR	COMPUTER	1
A1825	PROJECTOR	N/A	SUR	COMPUTER	1
A1843	PROJECTOR	N/A	SUR	COMPUTER	1
A1819	PROJECTOR	N/A	SUR	COMPUTER	1
A1841	PROJECTOR	N/A	SUR	COMPUTER	1
A1821	PROJECTOR	N/A	SUR	COMPUTER	1
A1846	PROJECTOR	N/A	SUR	COMPUTER	1
A1845	PROJECTOR	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
A1831	PROJECTOR	N/A	SUR	COMPUTER	1
A1813	PROJECTOR	N/A	SUR	COMPUTER	1
10227	PROJECTOR	N/A	SUR	COMPUTER	1
120552	PROJECTOR	N/A	SUR	COMPUTER	1
123533	PROJECTOR	N/A	SUR	COMPUTER	1
123964	PROJECTOR	N/A	SUR	COMPUTER	1
123387	PROJECTOR	N/A	SUR	COMPUTER	1
121383	PROJECTOR	N/A	SUR	COMPUTER	1
104111	PROJECTOR	N/A	SUR	COMPUTER	1
121388	PROJECTOR	N/A	SUR	COMPUTER	1
120630	PROJECTOR	N/A	SUR	COMPUTER	1
120636	PROJECTOR	N/A	SUR	COMPUTER	1
120508	PROJECTOR	N/A	SUR	COMPUTER	1
120641	PROJECTOR	N/A	SUR	COMPUTER	1
120623	PROJECTOR	N/A	SUR	COMPUTER	1
120648	PROJECTOR	N/A	SUR	COMPUTER	1
120651	PROJECTOR	N/A	SUR	COMPUTER	1
120644	PROJECTOR	N/A	SUR	COMPUTER	1
129950	LAPTOP	N/A	SUR	COMPUTER	1
124961	LAPTOP	N/A	SUR	COMPUTER	1
124930	LAPTOP	N/A	SUR	COMPUTER	1
124938	LAPTOP	N/A	SUR	COMPUTER	1
124947	LAPTOP	N/A	SUR	COMPUTER	1
124946	LAPTOP	N/A	SUR	COMPUTER	1
124943	LAPTOP	N/A	SUR	COMPUTER	1
124952	LAPTOP	N/A	SUR	COMPUTER	1
124949	LAPTOP	N/A	SUR	COMPUTER	1
122218	LAPTOP	N/A	SUR	COMPUTER	1
122229	LAPTOP	N/A	SUR	COMPUTER	1
124259	LAPTOP	N/A	SUR	COMPUTER	1
122223	LAPTOP	N/A	SUR	COMPUTER	1
122215	LAPTOP	N/A	SUR	COMPUTER	1
122224	LAPTOP	N/A	SUR	COMPUTER	1
122212	LAPTOP	N/A	SUR	COMPUTER	1
122228	LAPTOP	N/A	SUR	COMPUTER	1
124955	LAPTOP	N/A	SUR	COMPUTER	1
124945	LAPTOP	N/A	SUR	COMPUTER	1
124958	LAPTOP	N/A	SUR	COMPUTER	1
124931	LAPTOP	N/A	SUR	COMPUTER	1
A3212	LAPTOP	N/A	SUR	COMPUTER	1

Oxnard School District
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Tag #	Description	Serial #	Site	Code	Qty
A2943	LAPTOP	N/A	SUR	COMPUTER	1
122219	LAPTOP	N/A	SUR	COMPUTER	1
120881	LAPTOP	N/A	SUR	COMPUTER	1
122210	LAPTOP	N/A	SUR	COMPUTER	1
124937	LAPTOP	N/A	SUR	COMPUTER	1
124940	LAPTOP	N/A	SUR	COMPUTER	1
125467	LAPTOP	N/A	SUR	COMPUTER	1
124948	LAPTOP	N/A	SUR	COMPUTER	1
122040	CPU	N/A	SUR	COMPUTER	1
127604	CPU	N/A	SUR	COMPUTER	1
127293	CPU	N/A	SUR	COMPUTER	1
127956	CPU	N/A	SUR	COMPUTER	1
122790	CPU	N/A	SUR	COMPUTER	1
122794	CPU	N/A	SUR	COMPUTER	1
122796	CPU	N/A	SUR	COMPUTER	1
122806	CPU	N/A	SUR	COMPUTER	1
122797	CPU	N/A	SUR	COMPUTER	1
122791	CPU	N/A	SUR	COMPUTER	1
122044	CPU	N/A	SUR	COMPUTER	1
123984	CPU	N/A	SUR	COMPUTER	1
123991	CPU	N/A	SUR	COMPUTER	1
122045	CPU	N/A	SUR	COMPUTER	1
122795	CPU	N/A	SUR	COMPUTER	1
123981	CPU	N/A	SUR	COMPUTER	1
122779	CPU	N/A	SUR	COMPUTER	1
122031	CPU	N/A	SUR	COMPUTER	1
122801	CPU	N/A	SUR	COMPUTER	1
122787	CPU	N/A	SUR	COMPUTER	1
122032	CPU	N/A	SUR	COMPUTER	1
122776	CPU	N/A	SUR	COMPUTER	1
122811	CPU	N/A	SUR	COMPUTER	1
10776	CPU	N/A	SUR	COMPUTER	1
7010	CPU	N/A	SUR	COMPUTER	1
9955	CPU	N/A	SUR	COMPUTER	1
10682	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
10328	CPU	N/A	SUR	COMPUTER	1
9959	CPU	N/A	SUR	COMPUTER	1
9967	CPU	N/A	SUR	COMPUTER	1
A2025	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
123986	CPU	N/A	SUR	COMPUTER	1
123999	CPU	N/A	SUR	COMPUTER	1
122772	CPU	N/A	SUR	COMPUTER	1
122799	CPU	N/A	SUR	COMPUTER	1
122770	CPU	N/A	SUR	COMPUTER	1
122760	CPU	N/A	SUR	COMPUTER	1
122774	CPU	N/A	SUR	COMPUTER	1
122768	CPU	N/A	SUR	COMPUTER	1
122041	CPU	N/A	SUR	COMPUTER	1
11198	CPU	N/A	SUR	COMPUTER	1
11202	CPU	N/A	SUR	COMPUTER	1
11208	CPU	N/A	SUR	COMPUTER	1
122786	CPU	N/A	SUR	COMPUTER	1
122798	CPU	N/A	SUR	COMPUTER	1
122807	CPU	N/A	SUR	COMPUTER	1
122803	CPU	N/A	SUR	COMPUTER	1
11205	CPU	N/A	SUR	COMPUTER	1
122782	CPU	N/A	SUR	COMPUTER	1
122788	CPU	N/A	SUR	COMPUTER	1
122042	CPU	N/A	SUR	COMPUTER	1
122808	CPU	N/A	SUR	COMPUTER	1
123987	CPU	N/A	SUR	COMPUTER	1
127601	CPU	N/A	SUR	COMPUTER	1
122784	CPU	N/A	SUR	COMPUTER	1
122446	CPU	N/A	SUR	COMPUTER	1
122039	CPU	N/A	SUR	COMPUTER	1
122778	CPU	N/A	SUR	COMPUTER	1
122789	CPU	N/A	SUR	COMPUTER	1
11209	CPU	N/A	SUR	COMPUTER	1
11204	CPU	N/A	SUR	COMPUTER	1
123998	CPU	N/A	SUR	COMPUTER	1
122043	CPU	N/A	SUR	COMPUTER	1
7634	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
9956	CPU	N/A	SUR	COMPUTER	1
9970	CPU	N/A	SUR	COMPUTER	1
6079	CPU	N/A	SUR	COMPUTER	1
6078	CPU	N/A	SUR	COMPUTER	1
6021	CPU	N/A	SUR	COMPUTER	1
9314	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
9725	CPU	N/A	SUR	COMPUTER	1
9303	CPU	N/A	SUR	COMPUTER	1
9720	CPU	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
126700	CPU	N/A	SUR	COMPUTER	1
126724	CPU	N/A	SUR	COMPUTER	1
126665	CPU	N/A	SUR	COMPUTER	1
126776	CPU	N/A	SUR	COMPUTER	1
126677	CPU	N/A	SUR	COMPUTER	1
126691	CPU	N/A	SUR	COMPUTER	1
126683	CPU	N/A	SUR	COMPUTER	1
126734	CPU	N/A	SUR	COMPUTER	1
126702	CPU	N/A	SUR	COMPUTER	1
126754	CPU	N/A	SUR	COMPUTER	1
126755	CPU	N/A	SUR	COMPUTER	1
126737	CPU	N/A	SUR	COMPUTER	1
126707	CPU	N/A	SUR	COMPUTER	1
126722	CPU	N/A	SUR	COMPUTER	1
126703	CPU	N/A	SUR	COMPUTER	1
126773	CPU	N/A	SUR	COMPUTER	1
126757	CPU	N/A	SUR	COMPUTER	1
126782	CPU	N/A	SUR	COMPUTER	1
126732	CPU	N/A	SUR	COMPUTER	1
126784	CPU	N/A	SUR	COMPUTER	1
126783	CPU	N/A	SUR	COMPUTER	1
126701	CPU	N/A	SUR	COMPUTER	1
126669	CPU	N/A	SUR	COMPUTER	1
126781	CPU	N/A	SUR	COMPUTER	1
126667	CPU	N/A	SUR	COMPUTER	1
126663	CPU	N/A	SUR	COMPUTER	1
126775	CPU	N/A	SUR	COMPUTER	1
126664	CPU	N/A	SUR	COMPUTER	1
126694	CPU	N/A	SUR	COMPUTER	1
126674126711	CPU	N/A	SUR	COMPUTER	1
126777	CPU	N/A	SUR	COMPUTER	1
126786	CPU	N/A	SUR	COMPUTER	1
126696	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
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Tag #	Description	Serial #	Site	Code	Qty
126728	CPU	N/A	SUR	COMPUTER	1
126733	CPU	N/A	SUR	COMPUTER	1
126699	CPU	N/A	SUR	COMPUTER	1
126726	CPU	N/A	SUR	COMPUTER	1
126744	CPU	N/A	SUR	COMPUTER	1
126735	CPU	N/A	SUR	COMPUTER	1
126756	CPU	N/A	SUR	COMPUTER	1
126721	CPU	N/A	SUR	COMPUTER	1
126745	CPU	N/A	SUR	COMPUTER	1
126767	CPU	N/A	SUR	COMPUTER	1
126719	CPU	N/A	SUR	COMPUTER	1
126772	CPU	N/A	SUR	COMPUTER	1
126750	CPU	N/A	SUR	COMPUTER	1
126764	CPU	N/A	SUR	COMPUTER	1
126746	CPU	N/A	SUR	COMPUTER	1
126710	CPU	N/A	SUR	COMPUTER	1
126739	CPU	N/A	SUR	COMPUTER	1
126759	CPU	N/A	SUR	COMPUTER	1
126761	CPU	N/A	SUR	COMPUTER	1
126765	CPU	N/A	SUR	COMPUTER	1
126743	CPU	N/A	SUR	COMPUTER	1
126706	CPU	N/A	SUR	COMPUTER	1
126797	CPU	N/A	SUR	COMPUTER	1
126738	CPU	N/A	SUR	COMPUTER	1
126748	CPU	N/A	SUR	COMPUTER	1
126747	CPU	N/A	SUR	COMPUTER	1
126742	CPU	N/A	SUR	COMPUTER	1
126751	CPU	N/A	SUR	COMPUTER	1
126749	CPU	N/A	SUR	COMPUTER	1
126796	CPU	N/A	SUR	COMPUTER	1
126716	CPU	N/A	SUR	COMPUTER	1
126774	CPU	N/A	SUR	COMPUTER	1
126716	CPU	N/A	SUR	COMPUTER	1
126771	CPU	N/A	SUR	COMPUTER	1
126709	CPU	N/A	SUR	COMPUTER	1
126695	CPU	N/A	SUR	COMPUTER	1
126768	CPU	N/A	SUR	COMPUTER	1
126753	CPU	N/A	SUR	COMPUTER	1
126708	CPU	N/A	SUR	COMPUTER	1
126671	CPU	N/A	SUR	COMPUTER	1

**Oxnard School District
Surplus Disposal Request**

Tag #	Description	Serial #	Site	Code	Qty
126758	CPU	N/A	SUR	COMPUTER	1
126779	CPU	N/A	SUR	COMPUTER	1
126697	CPU	N/A	SUR	COMPUTER	1
126778	CPU	N/A	SUR	COMPUTER	1
126717	CPU	N/A	SUR	COMPUTER	1
126698	CPU	N/A	SUR	COMPUTER	1
126705	CPU	N/A	SUR	COMPUTER	1
12661	CPU	N/A	SUR	COMPUTER	1
12680	CPU	N/A	SUR	COMPUTER	1
126688	CPU	N/A	SUR	COMPUTER	1
126672	CPU	N/A	SUR	COMPUTER	1
126680	CPU	N/A	SUR	COMPUTER	1
126685	CPU	N/A	SUR	COMPUTER	1
126670	CPU	N/A	SUR	COMPUTER	1
126752	CPU	N/A	SUR	COMPUTER	1
126713	CPU	N/A	SUR	COMPUTER	1
126770	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
126769	CPU	N/A	SUR	COMPUTER	1
126766	CPU	N/A	SUR	COMPUTER	1
126763	CPU	N/A	SUR	COMPUTER	1
126727	CPU	N/A	SUR	COMPUTER	1
126664	CPU	N/A	SUR	COMPUTER	1
126715	CPU	N/A	SUR	COMPUTER	1
126762	CPU	N/A	SUR	COMPUTER	1
126687	CPU	N/A	SUR	COMPUTER	1
126720	CPU	N/A	SUR	COMPUTER	1
126675	CPU	N/A	SUR	COMPUTER	1
126718	CPU	N/A	SUR	COMPUTER	1
N/A	NETBOOK CART	N/A	SUR	COMPUTER	1
N/A	NETBOOK CART	N/A	SUR	COMPUTER	1
N/A	NETBOOK CART	N/A	SUR	COMPUTER	1
N/A	NETBOOK CART	N/A	SUR	COMPUTER	1
128124	BRETFORD POWER SYNC CS	N/A	SUR	COMPUTER	1
N/A	1 BOX MISC CABLES	N/A	SUR	COMPUTER	1
N/A	MONITOR STANDS	N/A	SUR	COMPUTER	21
N/A	MONITOR	N/A	SUR	COMPUTER	4
1179	IBM THINKPAD	N/A	SUR	COMPUTER	1
125616	CPU	N/A	SUR	COMPUTER	1
125597	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
125611	CPU	N/A	SUR	COMPUTER	1
125121	CPU	N/A	SUR	COMPUTER	1
125140	CPU	N/A	SUR	COMPUTER	1
125104	CPU	N/A	SUR	COMPUTER	1
125108	CPU	N/A	SUR	COMPUTER	1
125101	CPU	N/A	SUR	COMPUTER	1
125139	CPU	N/A	SUR	COMPUTER	1
125127	CPU	N/A	SUR	COMPUTER	1
125114	CPU	N/A	SUR	COMPUTER	1
125612	CPU	N/A	SUR	COMPUTER	1
125592	CPU	N/A	SUR	COMPUTER	1
125609	CPU	N/A	SUR	COMPUTER	1
125607	CPU	N/A	SUR	COMPUTER	1
125605	CPU	N/A	SUR	COMPUTER	1
125319	CPU	N/A	SUR	COMPUTER	1
125599	CPU	N/A	SUR	COMPUTER	1
125615	CPU	N/A	SUR	COMPUTER	1
125598	CPU	N/A	SUR	COMPUTER	1
125594	CPU	N/A	SUR	COMPUTER	1
125589	CPU	N/A	SUR	COMPUTER	1
125141	CPU	N/A	SUR	COMPUTER	1
125147	CPU	N/A	SUR	COMPUTER	1
125131	CPU	N/A	SUR	COMPUTER	1
125138	CPU	N/A	SUR	COMPUTER	1
125146	CPU	N/A	SUR	COMPUTER	1
125126	CPU	N/A	SUR	COMPUTER	1
125117	CPU	N/A	SUR	COMPUTER	1
125125	CPU	N/A	SUR	COMPUTER	1
125591	CPU	N/A	SUR	COMPUTER	1
125622	CPU	N/A	SUR	COMPUTER	1
125144	CPU	N/A	SUR	COMPUTER	1
125122	CPU	N/A	SUR	COMPUTER	1
125130	CPU	N/A	SUR	COMPUTER	1
125148	CPU	N/A	SUR	COMPUTER	1
125124	CPU	N/A	SUR	COMPUTER	1
125113	CPU	N/A	SUR	COMPUTER	1
125350	CPU	N/A	SUR	COMPUTER	1
125151	CPU	N/A	SUR	COMPUTER	1
121452	CPU	N/A	SUR	COMPUTER	1
11406	CPU	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
10153	CPU	N/A	SUR	COMPUTER	1
10124	CPU	N/A	SUR	COMPUTER	1
11531	CPU	N/A	SUR	COMPUTER	1
11595	CPU	N/A	SUR	COMPUTER	1
N/A	TELCO METROBILITY	N/A	SUR	COMPUTER	1
N/A	TELCO METROBILITY	N/A	SUR	COMPUTER	1
N/A	TELCO METROBILITY	N/A	SUR	COMPUTER	1
N/A	CISCO	N/A	SUR	COMPUTER	1
126396	CISCO	N/A	SUR	COMPUTER	1
127180	CISCO	N/A	SUR	COMPUTER	1
127003	CISCO	N/A	SUR	COMPUTER	1
126344	CISCO	N/A	SUR	COMPUTER	1
126351	CISCO	N/A	SUR	COMPUTER	1
126343	CISCO	N/A	SUR	COMPUTER	1
126342	CISCO	N/A	SUR	COMPUTER	1
126347	CISCO	N/A	SUR	COMPUTER	1
126354	CISCO	N/A	SUR	COMPUTER	1
N/A	CISCO	N/A	SUR	COMPUTER	1
126353	CISCO	N/A	SUR	COMPUTER	1
N/A	CISCO	N/A	SUR	COMPUTER	1
126349	CISCO	N/A	SUR	COMPUTER	1
125115	CPU	N/A	SUR	COMPUTER	1
125508	CPU	N/A	SUR	COMPUTER	1
125411	CPU	N/A	SUR	COMPUTER	1
125473	CPU	N/A	SUR	COMPUTER	1
125482	CPU	N/A	SUR	COMPUTER	1
125490	CPU	N/A	SUR	COMPUTER	1
125502	CPU	N/A	SUR	COMPUTER	1
125499	CPU	N/A	SUR	COMPUTER	1
125477	CPU	N/A	SUR	COMPUTER	1
125494	CPU	N/A	SUR	COMPUTER	1
125120	CPU	N/A	SUR	COMPUTER	1
125498	CPU	N/A	SUR	COMPUTER	1
125501	CPU	N/A	SUR	COMPUTER	1
125149	CPU	N/A	SUR	COMPUTER	1
125493	CPU	N/A	SUR	COMPUTER	1
125510	CPU	N/A	SUR	COMPUTER	1
125500	CPU	N/A	SUR	COMPUTER	1
125481	CPU	N/A	SUR	COMPUTER	1
125507	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
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Tag #	Description	Serial #	Site	Code	Qty
125503	CPU	N/A	SUR	COMPUTER	1
125495	CPU	N/A	SUR	COMPUTER	1
125497	CPU	N/A	SUR	COMPUTER	1
125483	CPU	N/A	SUR	COMPUTER	1
125163	CPU	N/A	SUR	COMPUTER	1
125156	CPU	N/A	SUR	COMPUTER	1
125214	CPU	N/A	SUR	COMPUTER	1
120203	CPU	N/A	SUR	COMPUTER	1
126289	CPU	N/A	SUR	COMPUTER	1
123792	CPU	N/A	SUR	COMPUTER	1
N/A	CAMERAS	N/A	SUR	COMPUTER	2
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	DOCKING STATION	N/A	SUR	COMPUTER	8
N/A	BOX OF HEADPHONES	N/A	SUR	COMPUTER	1
7230	CPU	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
4100740	CD PLAYER	N/A	SUR	COMPUTER	1
4100719	PROJECTOR	N/A	SUR	COMPUTER	1
4100723	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	APC UPS	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRM ACTIVE SET	N/A	SUR	COMPUTER	5
N/A	REFRIGERATOR	N/A	SUR	EQUIPMENT	1
N/A	REFRIGERATOR	N/A	SUR	EQUIPMENT	1
N/A	REFRIGERATOR	N/A	SUR	EQUIPMENT	1
N/A	MILK COOLER	E121488	SUR	EQUIPMENT	1
N/A	MONITOR	N/A	SUR	COMPUTER	35
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	1 BOX OF HEADPHONES	N/A	SUR	COMPUTER	1
N/A	1 BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	1 BOX OF CABLES	N/A	SUR	COMPUTER	1
121089	CPU	N/A	SUR	COMPUTER	1
120166	CPU	N/A	SUR	COMPUTER	1
127561	CPU	N/A	SUR	COMPUTER	1
127609	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
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Tag #	Description	Serial #	Site	Code	Qty
127608	CPU	N/A	SUR	COMPUTER	1
127557	CPU	N/A	SUR	COMPUTER	1
127616	CPU	N/A	SUR	COMPUTER	1
127558	CPU	N/A	SUR	COMPUTER	1
127567	CPU	N/A	SUR	COMPUTER	1
120180	CPU	N/A	SUR	COMPUTER	1
127607	CPU	N/A	SUR	COMPUTER	1
127149	CPU	N/A	SUR	COMPUTER	1
127551	CPU	N/A	SUR	COMPUTER	1
127606	CPU	N/A	SUR	COMPUTER	1
127562	CPU	N/A	SUR	COMPUTER	1
120168	CPU	N/A	SUR	COMPUTER	1
123468	CPU	N/A	SUR	COMPUTER	1
121092	CPU	N/A	SUR	COMPUTER	1
127566	CPU	N/A	SUR	COMPUTER	1
123425	CPU	N/A	SUR	COMPUTER	1
11980	CPU	N/A	SUR	COMPUTER	1
120163	CPU	N/A	SUR	COMPUTER	1
11166	CPU	N/A	SUR	COMPUTER	1
127568	CPU	N/A	SUR	COMPUTER	1
N/A	SWITCHES	N/A	SUR	COMPUTER	19
N/A	SERVER	N/A	SUR	COMPUTER	1
A1766	TV	N/A	SUR	COMPUTER	1
A1767	VCR	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	2
N/A	CPU	2J9G331	SUR	COMPUTER	1
7389	CPU	N/A	SUR	COMPUTER	1
7415	CPU	N/A	SUR	COMPUTER	1
7354	CPU	N/A	SUR	COMPUTER	1
7377	CPU	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	16
123952	SWITCHES	N/A	SUR	COMPUTER	1
122704	SWITCHES	N/A	SUR	COMPUTER	1
N/A	SWITCHES	N/A	SUR	COMPUTER	1
122706	SWITCHES	N/A	SUR	COMPUTER	1
122702	SWITCHES	N/A	SUR	COMPUTER	1
120339	SWITCHES	N/A	SUR	COMPUTER	1
122707	SWITCHES	N/A	SUR	COMPUTER	1
120337	SWITCHES	N/A	SUR	COMPUTER	1
126496	SWITCHES	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
11455	SWITCHES	N/A	SUR	COMPUTER	1
122700	SWITCHES	N/A	SUR	COMPUTER	1
122698	SWITCHES	N/A	SUR	COMPUTER	1
120304	SWITCHES	N/A	SUR	COMPUTER	1
122703	SWITCHES	N/A	SUR	COMPUTER	1
126495	SWITCHES	N/A	SUR	COMPUTER	1
120342	SWITCHES	N/A	SUR	COMPUTER	1
11461	SWITCHES	N/A	SUR	COMPUTER	1
11452	SWITCHES	N/A	SUR	COMPUTER	1
10095	SWITCHES	N/A	SUR	COMPUTER	1
11458	SWITCHES	N/A	SUR	COMPUTER	1
122699	SWITCHES	N/A	SUR	COMPUTER	1
N/A	APLPHASmart	N/A	SUR	COMPUTER	1
N/A	DELL POWER CONNECT	N/A	SUR	COMPUTER	1
N/A	PROMETHEAN WALL BOX	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	BOX OF COMPUTER PARTS	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
123132	CAMERS	N/A	SUR	COMPUTER	1
A1923	CAMERA	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
125505	CPU	N/A	SUR	COMPUTER	1
123605	CPU	N/A	SUR	COMPUTER	1
122081	CPU	N/A	SUR	COMPUTER	1
123610	CPU	N/A	SUR	COMPUTER	1
123608	CPU	N/A	SUR	COMPUTER	1
123609	CPU	N/A	SUR	COMPUTER	1
123604	CPU	N/A	SUR	COMPUTER	1
123601	CPU	N/A	SUR	COMPUTER	1
123632	CPU	N/A	SUR	COMPUTER	1
123606	CPU	N/A	SUR	COMPUTER	1
123607	CPU	N/A	SUR	COMPUTER	1
123616	CPU	N/A	SUR	COMPUTER	1
123629	CPU	N/A	SUR	COMPUTER	1
123612	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
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Tag #	Description	Serial #	Site	Code	Qty
11089	CPU	N/A	SUR	COMPUTER	1
11085	CPU	N/A	SUR	COMPUTER	1
11081	CPU	N/A	SUR	COMPUTER	1
11088	CPU	N/A	SUR	COMPUTER	1
123625	CPU	N/A	SUR	COMPUTER	1
123603	CPU	N/A	SUR	COMPUTER	1
123627	CPU	N/A	SUR	COMPUTER	1
11084	CPU	2J9G331	SUR	COMPUTER	1
11086	CPU	N/A	SUR	COMPUTER	1
11087	CPU	N/A	SUR	COMPUTER	1
120952	CPU	N/A	SUR	COMPUTER	1
123624	CPU	N/A	SUR	COMPUTER	1
123620	CPU	N/A	SUR	COMPUTER	1
123626	CPU	N/A	SUR	COMPUTER	1
123619	CPU	N/A	SUR	COMPUTER	1
11007	CPU	N/A	SUR	COMPUTER	1
123615	CPU	N/A	SUR	COMPUTER	1
123621	CPU	N/A	SUR	COMPUTER	1
123618	CPU	N/A	SUR	COMPUTER	1
122759	CPU	N/A	SUR	COMPUTER	1
123613	CPU	N/A	SUR	COMPUTER	1
123614	CPU	N/A	SUR	COMPUTER	1
123622	CPU	N/A	SUR	COMPUTER	1
11090	CPU	N/A	SUR	COMPUTER	1
12159	CPU	N/A	SUR	COMPUTER	1
11092	CPU	N/A	SUR	COMPUTER	1
122739	CPU	N/A	SUR	COMPUTER	1
126154	CPU	N/A	SUR	COMPUTER	1
11082	CPU	N/A	SUR	COMPUTER	1
11083	CPU	N/A	SUR	COMPUTER	1
120221	CPU	N/A	SUR	COMPUTER	1
1570	CPU	N/A	SUR	COMPUTER	1
120156	CPU	N/A	SUR	COMPUTER	1
10831	CPU	N/A	SUR	COMPUTER	1
N/A	UPS BATTERY BACK UP	N/A	SUR	COMPUTER	1
N/A	UPS BATTERY BACK UP	N/A	SUR	COMPUTER	1
N/A	UPS BATTERY BACK UP	N/A	SUR	COMPUTER	1
N/A	UPS BATTERY BACK UP	N/A	SUR	COMPUTER	1
11937	CPU	N/A	SUR	COMPUTER	1
11964	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
11973	CPU	N/A	SUR	COMPUTER	1
11917	CPU	N/A	SUR	COMPUTER	1
11950	CPU	N/A	SUR	COMPUTER	1
11947	CPU	N/A	SUR	COMPUTER	1
11926	CPU	N/A	SUR	COMPUTER	1
11925	CPU	N/A	SUR	COMPUTER	1
11943	CPU	N/A	SUR	COMPUTER	1
11965	CPU	N/A	SUR	COMPUTER	1
11968	CPU	N/A	SUR	COMPUTER	1
11931	CPU	N/A	SUR	COMPUTER	1
11951	CPU	N/A	SUR	COMPUTER	1
11935	CPU	N/A	SUR	COMPUTER	1
11918	CPU	N/A	SUR	COMPUTER	1
11970	CPU	N/A	SUR	COMPUTER	1
11971	CPU	N/A	SUR	COMPUTER	1
11975	CPU	N/A	SUR	COMPUTER	1
11927	CPU	N/A	SUR	COMPUTER	1
11948	CPU	N/A	SUR	COMPUTER	1
11936	CPU	N/A	SUR	COMPUTER	1
11944	CPU	N/A	SUR	COMPUTER	1
11939	CPU	N/A	SUR	COMPUTER	1
11932	CPU	N/A	SUR	COMPUTER	1
120220	CPU	N/A	SUR	COMPUTER	1
11933	CPU	N/A	SUR	COMPUTER	1
11923	CPU	N/A	SUR	COMPUTER	1
11974	CPU	N/A	SUR	COMPUTER	1
11919	CPU	N/A	SUR	COMPUTER	1
11941	CPU	N/A	SUR	COMPUTER	1
11946	CPU	N/A	SUR	COMPUTER	1
11928	CPU	N/A	SUR	COMPUTER	1
11921	CPU	N/A	SUR	COMPUTER	1
120230	CPU	N/A	SUR	COMPUTER	1
11954	CPU	N/A	SUR	COMPUTER	1
11952	CPU	N/A	SUR	COMPUTER	1
11969	CPU	N/A	SUR	COMPUTER	1
11949	CPU	N/A	SUR	COMPUTER	1
11922	CPU	N/A	SUR	COMPUTER	1
11945	CPU	N/A	SUR	COMPUTER	1
11934	CPU	N/A	SUR	COMPUTER	1
11930	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
11940	CPU	N/A	SUR	COMPUTER	1
11953	CPU	N/A	SUR	COMPUTER	1
11916	CPU	N/A	SUR	COMPUTER	1
11966	CPU	N/A	SUR	COMPUTER	1
11924	CPU	N/A	SUR	COMPUTER	1
11972	CPU	N/A	SUR	COMPUTER	1
11963	CPU	N/A	SUR	COMPUTER	1
11961	CPU	N/A	SUR	COMPUTER	1
11967	CPU	N/A	SUR	COMPUTER	1
11929	CPU	N/A	SUR	COMPUTER	1
6272	CPU	N/A	SUR	COMPUTER	1
6630	CPU	N/A	SUR	COMPUTER	1
6273	CPU	N/A	SUR	COMPUTER	1
6629	CPU	N/A	SUR	COMPUTER	1
6270	CPU	N/A	SUR	COMPUTER	1
6262	CPU	N/A	SUR	COMPUTER	1
6620	CPU	N/A	SUR	COMPUTER	1
6269	CPU	N/A	SUR	COMPUTER	1
6264	CPU	N/A	SUR	COMPUTER	1
6628	CPU	N/A	SUR	COMPUTER	1
6265	CPU	N/A	SUR	COMPUTER	1
6267	CPU	N/A	SUR	COMPUTER	1
11145	CPU	N/A	SUR	COMPUTER	1
11144	CPU	N/A	SUR	COMPUTER	1
11141	CPU	N/A	SUR	COMPUTER	1
11138	CPU	N/A	SUR	COMPUTER	1
11137	CPU	N/A	SUR	COMPUTER	1
11136	CPU	N/A	SUR	COMPUTER	1
11146	CPU	N/A	SUR	COMPUTER	1
11142	CPU	N/A	SUR	COMPUTER	1
11140	CPU	N/A	SUR	COMPUTER	1
11135	CPU	N/A	SUR	COMPUTER	1
10333	CPU	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	20
N/A	1 BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
1509	PRINTER	N/A	SUR	COMPUTER	1
1536	PRINTER	N/A	SUR	COMPUTER	1
1505	PRINTER	N/A	SUR	COMPUTER	1
1524	PRINTER	N/A	SUR	COMPUTER	1
1492	PRINTER	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
1521	PRINTER	N/A	SUR	COMPUTER	1
1508	PRINTER	N/A	SUR	COMPUTER	1
1501	PRINTER	N/A	SUR	COMPUTER	1
1527	PRINTER	N/A	SUR	COMPUTER	1
1539	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
1873	APPLE I BOOK	N/A	SUR	COMPUTER	1
A2104	CPU	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1
9684	CPU	N/A	SUR	COMPUTER	1
9608	CPU	N/A	SUR	COMPUTER	1
9603	CPU	2J9G331	SUR	COMPUTER	1
9702	CPU	N/A	SUR	COMPUTER	1
9305	CPU	N/A	SUR	COMPUTER	1
9571	CPU	N/A	SUR	COMPUTER	1
9627	CPU	N/A	SUR	COMPUTER	1
9688	CPU	N/A	SUR	COMPUTER	1
7495	CPU	N/A	SUR	COMPUTER	1
9680	CPU	N/A	SUR	COMPUTER	1
9322	CPU	N/A	SUR	COMPUTER	1
9709	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
9664	CPU	N/A	SUR	COMPUTER	1
9647	CPU	N/A	SUR	COMPUTER	1
9694	CPU	N/A	SUR	COMPUTER	1
9579	CPU	N/A	SUR	COMPUTER	1
9596	CPU	N/A	SUR	COMPUTER	1
10665	CPU	N/A	SUR	COMPUTER	1
9577	CPU	N/A	SUR	COMPUTER	1
9683	CPU	N/A	SUR	COMPUTER	1
7103	CPU	N/A	SUR	COMPUTER	1
9660	CPU	N/A	SUR	COMPUTER	1
9567	CPU	N/A	SUR	COMPUTER	1
9681	CPU	N/A	SUR	COMPUTER	1
9174	CPU	N/A	SUR	COMPUTER	1
7532	CPU	N/A	SUR	COMPUTER	1
9642	CPU	N/A	SUR	COMPUTER	1
9666	CPU	N/A	SUR	COMPUTER	1
9319	CPU	N/A	SUR	COMPUTER	1
9670	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
N/A	CPU	N/A	SUR	COMPUTER	1
9668	CPU	N/A	SUR	COMPUTER	1
9619	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
7578	CPU	N/A	SUR	COMPUTER	1
9645	CPU	N/A	SUR	COMPUTER	1
7533	CPU	N/A	SUR	COMPUTER	1
9669	CPU	N/A	SUR	COMPUTER	1
9689	CPU	N/A	SUR	COMPUTER	1
9177	CPU	N/A	SUR	COMPUTER	1
9707	CPU	N/A	SUR	COMPUTER	1
N/A	ALPHA SMART	N/A	SUR	COMPUTER	60
N/A	SPEAKERS	N/A	SUR	EQUIPMENT	2
N/A	DVD DRIVES	N/A	SUR	COMPUTER	6
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
10083	PRINTER	N/A	SUR	COMPUTER	1
11582	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
124598	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
124603	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
11529	CPU	N/A	SUR	COMPUTER	1
A3225	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
124632	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
123795	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
120015	CPU	N/A	SUR	COMPUTER	1
123789	CPU	N/A	SUR	COMPUTER	1
10722	CPU	N/A	SUR	COMPUTER	1
10006	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
127808	CPU	N/A	SUR	COMPUTER	1
124606	CPU	N/A	SUR	COMPUTER	1
124637	CPU	N/A	SUR	COMPUTER	1
120012	CPU	N/A	SUR	COMPUTER	1
127801	CPU	N/A	SUR	COMPUTER	1
124620	CPU	N/A	SUR	COMPUTER	1
124616	CPU	N/A	SUR	COMPUTER	1
120034	CPU	N/A	SUR	COMPUTER	1
120260	CPU	N/A	SUR	COMPUTER	1
124640	CPU	N/A	SUR	COMPUTER	1
123799	CPU	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
123032	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	APC SMART UPS	N/A	SUR	COMPUTER	1
N/A	APC SMART UPS	N/A	SUR	COMPUTER	1
124789	CPU	N/A	SUR	COMPUTER	1
124277	CPU	N/A	SUR	COMPUTER	1
10272	PRINTER	N/A	SUR	COMPUTER	1
A12593	PRINTER	N/A	SUR	COMPUTER	1
A3373	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
121444	WORKCENTRE M20	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	1
N/A	REFRIGERATOR	N/A	SUR	EQUIPMENT	1
N/A	REFRIGERATOR	N/A	SUR	EQUIPMENT	1
128007	CPU	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
X6952	IPAD	N/A	SUR	COMPUTER	1
X2384	IPAD	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
X4210	IPAD	N/A	SUR	COMPUTER	1
X12105	IPAD	N/A	SUR	COMPUTER	1
X4233	IPAD	N/A	SUR	COMPUTER	1
X17384	IPAD	N/A	SUR	COMPUTER	1
X12017	IPAD	N/A	SUR	COMPUTER	1
X6580	IPAD	N/A	SUR	COMPUTER	1
X3397	IPAD	N/A	SUR	COMPUTER	1
X10551	IPAD	N/A	SUR	COMPUTER	1
X3775	IPAD	N/A	SUR	COMPUTER	1
X6411	IPAD	N/A	SUR	COMPUTER	1
X22713	IPAD	N/A	SUR	COMPUTER	1
X10563	IPAD	N/A	SUR	COMPUTER	1
X13344	IPAD	N/A	SUR	COMPUTER	1
X17609	IPAD	N/A	SUR	COMPUTER	1
X18148	IPAD	N/A	SUR	COMPUTER	1
X3167	IPAD	N/A	SUR	COMPUTER	1
X15911	IPAD	N/A	SUR	COMPUTER	1
X11892	IPAD	N/A	SUR	COMPUTER	1
X3090	IPAD	N/A	SUR	COMPUTER	1
X16207	IPAD	N/A	SUR	COMPUTER	1
X16608	IPAD	N/A	SUR	COMPUTER	1
X2060	IPAD	N/A	SUR	COMPUTER	1
X10986	IPAD	N/A	SUR	COMPUTER	1
X11235	IPAD	N/A	SUR	COMPUTER	1
X11548	IPAD	N/A	SUR	COMPUTER	1
X17522	IPAD	N/A	SUR	COMPUTER	1
X3789	IPAD	N/A	SUR	COMPUTER	1
X10854	IPAD	N/A	SUR	COMPUTER	1
X18142	IPAD	N/A	SUR	COMPUTER	1
X11996	IPAD	N/A	SUR	COMPUTER	1
X3594	IPAD	N/A	SUR	COMPUTER	1
X1293	IPAD	N/A	SUR	COMPUTER	1
X8899	IPAD	N/A	SUR	COMPUTER	1
X5627	IPAD	N/A	SUR	COMPUTER	1
X6486	IPAD	N/A	SUR	COMPUTER	1
X3315	IPAD	N/A	SUR	COMPUTER	1
X17954	IPAD	N/A	SUR	COMPUTER	1
X7465	IPAD	N/A	SUR	COMPUTER	1
X7693	IPAD	N/A	SUR	COMPUTER	1
X9109	IPAD	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
X13325	IPAD	N/A	SUR	COMPUTER	1
X11937	IPAD	N/A	SUR	COMPUTER	1
X1449	IPAD	N/A	SUR	COMPUTER	1
X17166	IPAD	N/A	SUR	COMPUTER	1
X14225	IPAD	N/A	SUR	COMPUTER	1
A1069	IPAD	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1
X21024	IPAD	N/A	SUR	COMPUTER	1
X20174	IPAD	N/A	SUR	COMPUTER	1
X15324	IPAD	N/A	SUR	COMPUTER	1
X14692	IPAD	N/A	SUR	COMPUTER	1
X16339	IPAD	N/A	SUR	COMPUTER	1
X23856	IPAD	N/A	SUR	COMPUTER	1
X22335	IPAD	N/A	SUR	COMPUTER	1
X11529	IPAD	N/A	SUR	COMPUTER	1
X2795	IPAD	N/A	SUR	COMPUTER	1
X6532	IPAD	N/A	SUR	COMPUTER	1
X15372	IPAD	N/A	SUR	COMPUTER	1
X14940	IPAD	N/A	SUR	COMPUTER	1
X8300	IPAD	N/A	SUR	COMPUTER	1
X16331	IPAD	N/A	SUR	COMPUTER	1
X10447	IPAD	N/A	SUR	COMPUTER	1
X14853	IPAD	N/A	SUR	COMPUTER	1
X15537	IPAD	N/A	SUR	COMPUTER	1
X22038	IPAD	N/A	SUR	COMPUTER	1
X10650	IPAD	N/A	SUR	COMPUTER	1
X14011	IPAD	N/A	SUR	COMPUTER	1
X22415	IPAD	N/A	SUR	COMPUTER	1
X4469	IPAD	N/A	SUR	COMPUTER	1
X17262	IPAD	N/A	SUR	COMPUTER	1
X12554	IPAD	N/A	SUR	COMPUTER	1
X21030	IPAD	N/A	SUR	COMPUTER	1
X5483	IPAD	N/A	SUR	COMPUTER	1
X11568	IPAD	N/A	SUR	COMPUTER	1
X14528	IPAD	N/A	SUR	COMPUTER	1
X16374	IPAD	N/A	SUR	COMPUTER	1
X13617	IPAD	N/A	SUR	COMPUTER	1
X5569	IPAD	N/A	SUR	COMPUTER	1
X24052	IPAD	N/A	SUR	COMPUTER	1
X14709	IPAD	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
X16153	IPAD	N/A	SUR	COMPUTER	1
X24057	IPAD	N/A	SUR	COMPUTER	1
X2898	IPAD	N/A	SUR	COMPUTER	1
X2663	IPAD	N/A	SUR	COMPUTER	1
X2878	IPAD	N/A	SUR	COMPUTER	1
X22639	IPAD	N/A	SUR	COMPUTER	1
X11575	IPAD	N/A	SUR	COMPUTER	1
X12055	IPAD	N/A	SUR	COMPUTER	1
X16832	IPAD	N/A	SUR	COMPUTER	1
X10325	IPAD	N/A	SUR	COMPUTER	1
X22221	IPAD	N/A	SUR	COMPUTER	1
X9482	IPAD	N/A	SUR	COMPUTER	1
X9843	IPAD	N/A	SUR	COMPUTER	1
X12179	IPAD	N/A	SUR	COMPUTER	1
X14260	IPAD	N/A	SUR	COMPUTER	1
X15849	IPAD	N/A	SUR	COMPUTER	1
X7224	IPAD	N/A	SUR	COMPUTER	1
X19684	IPAD	N/A	SUR	COMPUTER	1
X9641	IPAD	N/A	SUR	COMPUTER	1
X10657	IPAD	N/A	SUR	COMPUTER	1
X2185	IPAD	N/A	SUR	COMPUTER	1
X14881	IPAD	N/A	SUR	COMPUTER	1
X6363	IPAD	N/A	SUR	COMPUTER	1
X2430	IPAD	N/A	SUR	COMPUTER	1
X18571	IPAD	N/A	SUR	COMPUTER	1
X22106	IPAD	N/A	SUR	COMPUTER	1
X19292	IPAD	N/A	SUR	COMPUTER	1
X2974	IPAD	N/A	SUR	COMPUTER	1
X8188	IPAD	N/A	SUR	COMPUTER	1
X17959	IPAD	N/A	SUR	COMPUTER	1
X22430	IPAD	N/A	SUR	COMPUTER	1
X5061	IPAD	N/A	SUR	COMPUTER	1
X10922	IPAD	N/A	SUR	COMPUTER	1
X9784	IPAD	N/A	SUR	COMPUTER	1
X15948	IPAD	N/A	SUR	COMPUTER	1
X10940	IPAD	N/A	SUR	COMPUTER	1
X5826	IPAD	N/A	SUR	COMPUTER	1
X19091	IPAD	N/A	SUR	COMPUTER	1
X16009	IPAD	N/A	SUR	COMPUTER	1
X11614	IPAD	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
X5499	IPAD	N/A	SUR	COMPUTER	1
X2421	IPAD	N/A	SUR	COMPUTER	1
X6209	IPAD	N/A	SUR	COMPUTER	1
X17488	IPAD	N/A	SUR	COMPUTER	1
X6066	IPAD	N/A	SUR	COMPUTER	1
X12147	IPAD	N/A	SUR	COMPUTER	1
X4843	IPAD	N/A	SUR	COMPUTER	1
X15929	IPAD	N/A	SUR	COMPUTER	1
X18626	IPAD	N/A	SUR	COMPUTER	1
X9061	IPAD	N/A	SUR	COMPUTER	1
X11366	IPAD	N/A	SUR	COMPUTER	1
X8904	IPAD	N/A	SUR	COMPUTER	1
X11650	IPAD	N/A	SUR	COMPUTER	1
X7593	IPAD	N/A	SUR	COMPUTER	1
X10753	IPAD	N/A	SUR	COMPUTER	1
X1334	IPAD	N/A	SUR	COMPUTER	1
X19001	IPAD	N/A	SUR	COMPUTER	1
X6200	IPAD	N/A	SUR	COMPUTER	1
X2830	IPAD	N/A	SUR	COMPUTER	1
X21011	IPAD	N/A	SUR	COMPUTER	1
X6877	IPAD	N/A	SUR	COMPUTER	1
X11018	IPAD	N/A	SUR	COMPUTER	1
X10975	IPAD	N/A	SUR	COMPUTER	1
X11506	IPAD	N/A	SUR	COMPUTER	1
X12340	IPAD	N/A	SUR	COMPUTER	1
X8203	IPAD	N/A	SUR	COMPUTER	1
X5453	IPAD	N/A	SUR	COMPUTER	1
X15717	IPAD	N/A	SUR	COMPUTER	1
X5938	IPAD	N/A	SUR	COMPUTER	1
X23746	IPAD	N/A	SUR	COMPUTER	1
X22351	IPAD	N/A	SUR	COMPUTER	1
X6681	IPAD	N/A	SUR	COMPUTER	1
X10178	IPAD	N/A	SUR	COMPUTER	1
X18795	IPAD	N/A	SUR	COMPUTER	1
X22007	IPAD	N/A	SUR	COMPUTER	1
X11657	IPAD	N/A	SUR	COMPUTER	1
X22837	IPAD	N/A	SUR	COMPUTER	1
X6026	IPAD	N/A	SUR	COMPUTER	1
X10587	IPAD	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
N/A	MONITORS	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	1
125302	CPU	N/A	SUR	COMPUTER	1
125684	CPU	N/A	SUR	COMPUTER	1
127731	CPU	N/A	SUR	COMPUTER	1
125682	CPU	N/A	SUR	COMPUTER	1
9675	CPU	N/A	SUR	COMPUTER	1
9644	CPU	N/A	SUR	COMPUTER	1
9602	CPU	N/A	SUR	COMPUTER	1
9606	CPU	N/A	SUR	COMPUTER	1
9646	CPU	N/A	SUR	COMPUTER	1
9682	CPU	N/A	SUR	COMPUTER	1
9690	CPU	N/A	SUR	COMPUTER	1
9590	CPU	N/A	SUR	COMPUTER	1
7102	CPU	N/A	SUR	COMPUTER	1
9593	CPU	N/A	SUR	COMPUTER	1
9317	CPU	N/A	SUR	COMPUTER	1
9676	CPU	N/A	SUR	COMPUTER	1
9615	CPU	N/A	SUR	COMPUTER	1
9588	CPU	N/A	SUR	COMPUTER	1
10571	CPU	N/A	SUR	COMPUTER	1
9657	CPU	N/A	SUR	COMPUTER	1
9672	CPU	N/A	SUR	COMPUTER	1
9677	CPU	N/A	SUR	COMPUTER	1
9696	CPU	N/A	SUR	COMPUTER	1
10667	CPU	N/A	SUR	COMPUTER	1
9623	CPU	N/A	SUR	COMPUTER	1
9723	CPU	N/A	SUR	COMPUTER	1
7100	CPU	N/A	SUR	COMPUTER	1
9685	CPU	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	1
A1682	BRETFORD CHARGE CART	N/A	SUR	COMPUTER	1
7242	CPU	N/A	SUR	COMPUTER	1
11510	CPU	N/A	SUR	COMPUTER	1
124567	CPU	N/A	SUR	COMPUTER	1
124585	CPU	N/A	SUR	COMPUTER	1
129111	CPU	N/A	SUR	COMPUTER	1
12969	CPU	N/A	SUR	COMPUTER	1
120074	CPU	N/A	SUR	COMPUTER	1
125580	CPU	N/A	SUR	COMPUTER	1
A11471	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
120109	CPU	N/A	SUR	COMPUTER	1
121702	CPU	N/A	SUR	COMPUTER	1
10529	CPU	N/A	SUR	COMPUTER	1
7237	CPU	N/A	SUR	COMPUTER	1
11509	CPU	N/A	SUR	COMPUTER	1
10525	CPU	N/A	SUR	COMPUTER	1
7207	CPU	N/A	SUR	COMPUTER	1
11503	CPU	N/A	SUR	COMPUTER	1
121714	CPU	N/A	SUR	COMPUTER	1
121729	CPU	N/A	SUR	COMPUTER	1
7235	CPU	N/A	SUR	COMPUTER	1
11513	CPU	N/A	SUR	COMPUTER	1
7191	MONITORS	N/A	SUR	COMPUTER	1
7168	MONITORS	N/A	SUR	COMPUTER	1
7199	MONITORS	N/A	SUR	COMPUTER	1
125528	CPU	N/A	SUR	COMPUTER	1
125543	CPU	N/A	SUR	COMPUTER	1
125579	CPU	N/A	SUR	COMPUTER	1
125520	CPU	N/A	SUR	COMPUTER	1
125518	CPU	N/A	SUR	COMPUTER	1
125521	CPU	N/A	SUR	COMPUTER	1
124586	CPU	N/A	SUR	COMPUTER	1
121727	CPU	N/A	SUR	COMPUTER	1
120113	CPU	N/A	SUR	COMPUTER	1
120103	CPU	N/A	SUR	COMPUTER	1
123731	CPU	N/A	SUR	COMPUTER	1
120108	CPU	N/A	SUR	COMPUTER	1
123725	CPU	N/A	SUR	COMPUTER	1
120421	CPU	N/A	SUR	COMPUTER	1
123741	CPU	N/A	SUR	COMPUTER	1
120092	CPU	N/A	SUR	COMPUTER	1
121710	CPU	N/A	SUR	COMPUTER	1
123717	CPU	N/A	SUR	COMPUTER	1
120088	CPU	N/A	SUR	COMPUTER	1
122971	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	BOX OF CABLES	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
A12016	FOOD WARMER	N/A	SUR	EQUIPMENT	1
A1035	CPU	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	1
123657	CPU	N/A	SUR	COMPUTER	1
120660	CPU	N/A	SUR	COMPUTER	1
123641	CPU	N/A	SUR	COMPUTER	1
123637	CPU	N/A	SUR	COMPUTER	1
123662	CPU	N/A	SUR	COMPUTER	1
123672	CPU	N/A	SUR	COMPUTER	1
123670	CPU	N/A	SUR	COMPUTER	1
124900	CPU	N/A	SUR	COMPUTER	1
126900	CPU	N/A	SUR	COMPUTER	1
122175	CPU	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	4 BAGS PROMETHEAN RES.	N/A	SUR	COMPUTER	1
120036	CPU	N/A	SUR	COMPUTER	1
120031	CPU	N/A	SUR	COMPUTER	1
120026	CPU	N/A	SUR	COMPUTER	1
120027	CPU	N/A	SUR	COMPUTER	1
124600	CPU	N/A	SUR	COMPUTER	1
123177	CPU	N/A	SUR	COMPUTER	1
123183	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
124623	CPU	N/A	SUR	COMPUTER	1
124626	CPU	N/A	SUR	COMPUTER	1
124593	CPU	N/A	SUR	COMPUTER	1
120011	CPU	N/A	SUR	COMPUTER	1
123190	CPU	N/A	SUR	COMPUTER	1
123796	CPU	N/A	SUR	COMPUTER	1
120039	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
123192	CPU	N/A	SUR	COMPUTER	1
120006	CPU	N/A	SUR	COMPUTER	1
120005	CPU	N/A	SUR	COMPUTER	1
124607	CPU	N/A	SUR	COMPUTER	1
126208	CPU	N/A	SUR	COMPUTER	1

Oxnard School District
Surplus Disposal Request

Tag #	Description	Serial #	Site	Code	Qty
124602	CPU	N/A	SUR	COMPUTER	1
123196	CPU	N/A	SUR	COMPUTER	1
123174	CPU	N/A	SUR	COMPUTER	1
124624	CPU	N/A	SUR	COMPUTER	1
124591	CPU	N/A	SUR	COMPUTER	1
123195	CPU	N/A	SUR	COMPUTER	1
124612	CPU	N/A	SUR	COMPUTER	1
123242	LUMENS DOC CAMERA	N/A	SUR	COMPUTER	1
120708	LUMENS DOC CAMERA	N/A	SUR	COMPUTER	1
A2215	LUMENS DOC CAMERA	N/A	SUR	COMPUTER	1
120730	LUMENS DOC CAMERA	N/A	SUR	COMPUTER	1
A12484	BATTERY UPS BACK UP	N/A	SUR	COMPUTER	1
A1062	BESELER SHRINK WRAPPER	8930678	SUR	EQUIPMENT	1
127891	ALT LITTER VAC, ALL TERRIAN	4300-3274	SUR	EQUIPMENT	1
N/A	CYSCO SWITCHES	N/A	SUR	COMPUTER	36

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/19/17

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 1ST Reading _____ 2nd Reading _____

Purchase Order/Draft Payment Report #16-08(Cline/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 3/01/2017 through 4/04/2017 for the 2016-2017 school year, in the amount of \$2,385,366.10.
2. A listing of Draft Payments issued 3/01/2017 through 4/04/2017 for the 2016-2017 school year, D7563-D7579 for the total amount of \$2,608.00

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 #16-08 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #16-08 (17 Pages)

Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03098	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-INSTRUCTIONAL	548.40
P17-03624	CDW G	DRIFFILL	COMP/MATL/SUPP-instructional	924.06
P17-03626	CDW G	Pupil Srvs	MATL/SUP	957.07
P17-03627	Hayneedle, Inc	MCKINNA	matl/sup-instructional	58.96
P17-03628	Lakeshore Learning Materials-V	ED SERVICES	Matl/Sup	71.62
P17-03629	Lakeshore Learning Materials-V	ED SERVICES	Matl/Sup	280.06
P17-03630	Lakeshore Learning Materials-V	ED SERVICES	Matl/Sup	564.44
P17-03631	CDW G	RISK MGMT	EQUIP	657.54
P17-03632	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	500.00
P17-03633	ONTARIO LODGING ASSOC LLC EMBA SSS SUITES ONTARIO AIRPORT	CNS	conference	819.00
P17-03634	Superior Sanitary Supplies	IT	MATL/SUP (IT Mats)	144.47
P17-03635	Grainger Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	255.37
P17-03636	United Airlines, Inc	Pupil Srvs	CONF	108.40
P17-03637	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	38.78
P17-03638	Boost Promotions	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	174.58
P17-03639	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	REPAIRS (1:1 iPads)	400.00
P17-03643	Office Depot Bus Ser Div	PURCHASING	matls/ supl-admin	137.91
P17-03645	School Tech Supply	Pupil Srvs	EQUIP	853.30
P17-03646	CHILD NUTRITION PRO ADM COURSE CAL-PRO NET CTR, SJSU	CNS	conference	425.00
P17-03647	Ventura Co Office Of Education	HR	Travel/Conf	200.00
P17-03648	Robotics Ed & Competition Fdn	ED SERVICES	SERV - Regist for Frank	250.00
P17-03651	Div Of The State Architect	FACILITIES	DSA fees	765.00
P17-03654	B & H Foto & Electronics Corp	RITCHEN	MATL/SUP-Instructional	231.55
P17-03655	Smart And Final Iris Co	PURCHASING	STORES	349.11
P17-03658	Santa Barbara Botanic Garden	LEMONWOOD	FIELD TRIP (INSTRUCTIONAL)	187.50
P17-03660	Amazon Com	SAN MIGUEL	MATL/SUPP (S M)	35.24
P17-03661	Amazon Com	Pupil Srvs	MATL/SUP	7.53
P17-03662	Amazon Com	MCKINNA	matl.sup-instructional	248.90
P17-03663	Amazon Com	MCKINNA	matl/sup-instructional	455.01
P17-03664	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Instr	228.94
P17-03665	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Inst	166.18
P17-03666	Oriental Trading Co Inc	MARSHALL	MATL/SUP - Instruction	129.00
P17-03667	Oriental Trading Co Inc	RITCHEN	MATL/SUP-Instructional	163.33
P17-03671	Lakeshore Learning Materials-V	MARINA	Matl/Supl-Instructional	357.68
P17-03672	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	304.49
P17-03675	Pearson	Special Ed	MATL/SUP	102.99
P17-03677	Central Institute For The Deaf	Special Ed	MATL/SUP	457.94
P17-03678	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (J N)	47.84
P17-03679	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-03680	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-Instruction	79.30
P17-03681	Southwest Airlines	ED SERVICES	CONF	410.87
P17-03684	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	356.87

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03687	Ventura Co Office Of Education	ED SERVICES	CONF	495.00
P17-03689	Deep Space Sparkle	ED SERVICES	CONF	297.00
P17-03692	The Art of Education, LLC	ED SERVICES	CONF	89.00
P17-03694	US School Supply Inc	LEMONWOOD	MAT/SUPP (Instructional)	342.16
P17-03696	Walmart	Pupil Svcs	MATL/SUP	400.00
P17-03699	Raymond Geddes And Co Inc	KAMALA	Materials & Supplies-Instr	243.92
P17-03700	Welcome Sacramento, LLC Courty ard Marriott Sacramento	ED SERVICES	CONF	256.67
P17-03701	Grays Harbor Historical Seapt	MCKINNA	Serv-Instructional	376.00
P17-03702	Discountmugs.com	RAMONA	Mat/Sup-Instructional-Tosa	361.64
P17-03703	Constructive Playthings	SAN MIGUEL	MATL/SUPP (Y Rodriguez)	270.37
P17-03704	Old Mission Santa Barbara, Inc	CHAVEZ	PROFESSIONAL CONSULTING SVCS-INSTRUCTIONAL	581.00
P17-03705	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	105.06
P17-03706	Barnes And Noble	MCKINNA	mat/sup-instructional	100.00
P17-03708	History Brought To Life	MCKINNA	serv-instructional	785.00
P17-03709	Aswell Trophy And Engraving	MARSHALL	MATL/SUP - Instruction	12.60
P17-03710	Aquarium Of The Pacific	CHAVEZ	PROFESSIONAL CONSULTING SVCS-INSTRUCTIONAL	180.00
P17-03713	School Health Corporation	WAREHOUSE	STORES	52.07
P17-03714	Old Mission Santa Barbara, Inc	CURREN	serv - instructional	200.00
P17-03716	CABE	CHAVEZ	Conference-Parent Participation	730.00
P17-03717	Santa Barbara Museum of Natura l History	CHAVEZ	PROFESSIONAL CONSULTING SVCS-INSTRUCTIONAL	300.00
P17-03718	Demco Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	35.19
P17-03719	Verde Valley School Supply	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	815.59
P17-03721	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	RAMONA	Serv-Instructional	180.00
P17-03722	CDW G	RAMONA	Mat/Suppl-Instructional	93.71
P17-03723	Scholastic Book Fairs	RAMONA	Mat/Sup-Instruction	924.23
P17-03724	CDW G	RAMONA	Mat/Sup-Instructional	348.71
P17-03725	Dell Direct Sales Lp	RAMONA	Mat/Sup-instruction	515.70
P17-03726	Wonder Workshop Inc	RAMONA	Mat-Sup-Instructional	321.73
P17-03727	Office Depot Bus Ser Div	RISK MGMT	Materials & Supplies	53.47
P17-03728	Lowe's	HAYDOCK	MATL/SUPPLY-INSTRUCTION	265.41
P17-03729	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	27.56
P17-03730	Staples Direct	MCAULIFFE	MAT/SUPL- Instructional	165.55
P17-03731	Home Depot Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	214.30
P17-03732	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	291.31
P17-03733	Office Depot Bus Ser Div	RISK MGMT	Materials and Supplies	320.79
P17-03734	Bureau Of Ed And Research	MARSHALL	CONF - Instruction	245.00
P17-03735	The Painted Pony	MARSHALL	SERV - Instruction	400.00
P17-03737	Aswell Trophy And Engraving	MARSHALL	MATL/SUP - Instruction	25.70
P17-03738	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	20.46
P17-03739	Ventura Co Office Of Education	ED SERVICES	CONF	200.00
P17-03743	AMERICAN AIRLINES	ED SERVICES	CONF	600.40
P17-03744	Smart And Final Iris Co	MARSHALL	MATL/SUP - Instruction	300.00

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03745	Oriental Trading Co Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	792.34
P17-03746	Ventura Co Office Of Education	HAYDOCK	CONF/TRAVEL-Instruction	100.00
P17-03747	Accutrain Corporation Developm ental Resources	HAYDOCK	CONF/TRAVEL-Instruction	98.00
P17-03748	ACSA Region 13 Attn: Sherry Ma nley	PERSONNEL	conf	710.00
P17-03749	Fitness Finders, Inc	RITCHEN	MATL/SUP-INSTRUCTIONAL	90.68
P17-03750	Staybridge Suites Carmel Mount ain Rancho Bernardo	IT	CONF/TRAVEL (Valerie TAPD)	140.63
P17-03751	Student Supply	RITCHEN	MATL/SUP-Instructional	411.95
P17-03753	Ventura Co Office Of Education	RITCHEN	CONF-Admin	20.00
P17-03754	Durham School Services	SORIA	SERV (Instructional)	489.51
P17-03755	Sage Publications	SORIA	BKS-Instruction	159.72
P17-03758	Ventura Co Sch Bds Assn Attn: Stephm Blum, Treasurer	SUPERINTENDEN	CONF	20.00
P17-03759	Tri-County Education Coalition	SUPERINTENDEN	MEMB	100.00
P17-03760	Smart And Final Iris Co	DRIFFILL	MATL/SUPP-instructional	275.96
P17-03762	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	BKS-INSTRUCTIONAL	466.13
P17-03764	CCAC Conference Registration A ttn: Linda Hunt	HR	Travel/Conf	105.00
P17-03765	Santa Barbara Zoo	CHAVEZ	PROFESSIONAL CONSULTING SVCS-INSTRUCTIONAL	594.00
P17-03766	Ventura Co Office Of Education	LEMONWOOD	TRAV/Confe (Instrucional/Admin)	100.00
P17-03767	Ventura Co Office Of Education	HAYDOCK	CONF/ADMIN	60.00
P17-03769	Ventura Co Office Of Education	HAYDOCK	CONF/TRAVEL-Instruction	20.00
P17-03771	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instruction	117.45
P17-03772	Office Depot Bus Ser Div	NFL	Matl/Sup	750.00
P17-03773	Sehi Computer Products Inc	RITCHEN	MATL/SUP-Admin	429.92
P17-03774	Office Depot Bus Ser Div	MARINA	MATLS (BEST)	80.49
P17-03776	ADVANCED CLASSROOM TECHNOLOGIE S, INC	RAMONA	Mat-Sup-Instructional	129.30
P17-03777	Palm Springs Courtyard By Marr	RAMONA	TRAVEL AND CONFERANCE- instruction	170.42
P17-03778	Search Institute	ASES	Mtl/Supl	37.66
P17-03779	IOGRAPHER LLC	ASES	Mtl/ Supl	707.88
P17-03780	Gopher Sport	FREMONT	MATL/SUP-INSTRUCTIONAL	305.47
P17-03781	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	70.90
P17-03783	Southwest Airlines	Special Ed	TRAVEL/CONF(FLIGHT- AS)	215.88
P17-03784	Ventura Co Office Of Education	SORIA	SERV (Instructional)	825.00
P17-03785	Southwest Airlines	ASES	CONF	224.88
P17-03786	Ventura Co Office Of Education	ASES	CONF	100.00
P17-03788	Museum of Science	ASES	MTRL/SUPL	286.90
P17-03789	Super Duper Inc	SAN MIGUEL	MATLS(D.WILSON)	158.13
P17-03790	Staples Direct	Special Ed	MATLS/SUPL	543.00
P17-03791	School Specialty Inc	MCAULIFFE	MATL/SUPL-Instructional	367.08
P17-03792	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-03793	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	120.00
P17-03794	Aswell Trophy And Engraving	ED SERVICES	MATL/SUPL	8.62
P17-03795	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUPP - Instructional	300.00

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03796	CABE	ED SERVICES	CONF/TRAVEL	500.00
P17-03797	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-03798	Positive Promotions	SORIA	MATL/SUP (Instructional)	818.57
P17-03799	Office Depot Bus Ser Div	ROSE	MATLS (OV)	18.47
P17-03800	Home Depot Inc	SIERRA LINDA	matl/sup - instructional	80.00
P17-03802	Ventura Co Office Of Education	ED SERVICES	CONF	390.00
P17-03803	Demco Inc	FRANK	Matl/Su. - Instructional	98.88
P17-03804	Hilton Garden Inn	Special Ed	TRAVEL/CONF (ACC-AS)	299.13
P17-03806	Div Of The State Architect	FACILITIES	DSA fees	935.00
P17-03808	Sprinkle Tire, Inc	WAREHOUSE	Repairs	564.39
P17-03814	GLENDIA C. MAHON dba /ACTION PR EPAREDNESS TRAINING	Special Ed	SERV	50.00
P17-03816	Ventura Co Office Of Education	Special Ed	CONF	105.00
P17-03817	CDW G	HR	MATL/SUP	392.72
P17-03818	XSTAMPER	RAMONA	Mat/Sup-admin	18.32
P17-03819	Sehi Computer Products Inc	BUDGET	Equip	658.35
P17-03823	Grainger Inc	WAREHOUSE	Stores Supplies	418.93
P17-03827	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV ("FACILITIES" UNIFORMS)	100.80
P17-03830	TBP Productions, LLP SNO Sites	FREMONT	SOFTWARE LIC./INSTRUCTIONAL	325.00
P17-03832	OfficeSupply.com	RAMONA	Mat/Sup-Instructional	25.00
P17-03834	CSUN	HR	Travel/Conf	300.00
P17-03835	CDW G	IT	MATL/SUP	30.95
P17-03836	TrophyDepot, Inc	SUPERINTENDEN	SUP	374.45
P17-03837	School Serv Of Calif Inc	IT	CONF (Valerie May Revise)	165.00
P17-03838	Ventura Co Office Of Education	SIERRA LINDA	Conf - Instructional	95.00
P17-03839	Southwest Airlines	ED SERVICES	CONF	208.94
P17-03840	School Life, div of ImageStuff	KAMALA	Materials & Supplies-Instructional	5.12
P17-03842	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	63.00
P17-03843	Lakeshore Learning Materials-V	ED SERVICES	Mat/Sup	129.20
P17-03844	Office Depot Bus Ser Div	ED SERVICES	Mat/Sup	85.48
P17-03845	Lakeshore Learning Materials-V	ED SERVICES	Mat/Sup	974.03
P17-03846	Lakeshore Learning Materials-V	ED SERVICES	Mat/Sup	145.40
P17-03847	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-03848	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	362.74
P17-03854	Ventura Co Office Of Education	RITCHEN	CONF-Admin	20.00
P17-03855	Schoolmasters Safety	RITCHEN	MAT/SUP-Instructional	160.57
P17-03856	Amazon Com	RITCHEN	MATL/SUP-Instructional	40.88
P17-03857	Welcome Sacramento, LLC Courty ard Marriott Sacramento	ED SERVICES	CONF	433.19
P17-03858	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Service	650.00
P17-03861	DELTA EDUCATION	RITCHEN	MATL/SUP-Instructional	540.25
P17-03862	Petroleum Telcom Inc DBA Telecom	TRANSPORTATIO	REPAIRS	135.00
P17-03863	Embassy Suites San Luis Obispo	ED SERVICES	CONF	862.54
P17-03864	Walmart	Pupil Srvs	MATL/SUP	100.00
P17-03865	Walmart	MARINA	MATL/SUPL-Instructional	455.71
P17-03866	Blick Art Materials	ED SERVICES	MATL/SUP	664.20
P17-03867	Ventura Co Star	BUSINESS	SERV	158.48
P17-03868	Amazon Com	MCKINNA	mat/sup-instructional	147.07

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03869	Smart And Final Iris Co	MCKINNA	matl/sup-instructional	300.00
P17-03872	Ebsco Subscription Serv	FRANK	Matl/Sup - Instructional	243.43
P17-03873	Amazon Com	CURREN	matl/sup - instructional	35.22
P17-03874	Camino Real Naturalits & Historical Interpreters	MCKINNA	serv-instructional	682.50
P17-03877	Pacific Northwest Publishing	CURREN	matl/sup - instructional	69.65
P17-03878	Scholastic Inc	ED SERVICES	Matl/Sup	586.50
P17-03879	Barnes And Noble	CURREN	matl/sup - instructional	21.46
P17-03880	Staples Direct	FRANK	Matl/Sup -Instructional	661.65
P17-03881	Home Depot Inc	ED SERVICES	MATL/SUP	435.35
P17-03882	Home Depot Inc	MARINA	MATL/SUPL-Instructional	154.82
P17-03884	Musician's Friend, Inc	KAMALA	Materials & Supplies-Instr	161.41
P17-03887	Hyatt Regency Dallas	ED SERVICES	CONF	858.69
P17-03888	Jostens, Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	344.80
P17-03889	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	527.98
P17-03890	Lakeshore Learning Materials-V	ED SERVICES	MTLS	199.19
P17-03891	UNIV OF CALIF SANTA BARBARA RE GENT OF UNIV OF CALIFORNIA	HR	Travel/Conf	300.00
P17-03893	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	244.23
P17-03894	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	853.71
P17-03896	CABE	LEMONWOOD	TRAV/CONFE (Admin)	970.00
P17-03897	UPS - FREIGHT	ED SERVICES	POSTAGE	50.00
P17-03902	Carl Aspuria	LEMONWOOD	SERV (instrcutional)	500.00
P17-03903	Carnegie Art Museum Cornerst	SORIA	SERV (Instructional)	340.00
P17-03907	Rochester 100, Inc	MARSHALL	MATL/SUP - Instruction	121.22
P17-03908	Pacific Isl Sportfishing, Inc	RITCHEN	SERV-Instructional	650.00
P17-03909	Pacific Isl Sportfishing, Inc	RITCHEN	SERV-Instructional	650.00
P17-03910	Pacific Isl Sportfishing, Inc	RITCHEN	SERV-Instructional	650.00
P17-03913	Victor Manuel Tenorio 101 Glas s & Mirror	FACILITIES	Buildings and Improvements	808.13
P17-03914	Hagle Lumber	FACILITIES	Materials	350.19
P17-03915	Gold Coast Glass Inc	FACILITIES	Building and Improvements	500.00
P17-03916	Foundation Building Matls, LLC	FACILITIES	Building and Improvements	775.80
P17-03917	Gold Coast Glass Inc	FACILITIES	Building and Improvements	177.78
P17-03918	DoubleTree by Hilton Golf Reso rt Palm Spings	ASSESS ACCOUN'	CONF	861.00
P17-03919	Ventura Co Star	PURCHASING	SVC/PROP 39 HVAC	220.74
P17-03920	Ventura Co Star	PURCHASING	SVC/PROP 39 LIGHTING	384.88
P17-03928	School Health Corporation	WAREHOUSE	Stores Supplies	429.92
P17-03942	2 B Mobile	Special Ed	Matl/ Suppl(ROSE)	335.30
P17-03943	Curriculum Associates Inc	Special Ed	MATL/SUP	912.35
P17-03944	Central Institute For The Deaf	Special Ed	MATL/SUP	334.03
P17-03945	Pearson	Special Ed	MATL/SUP	576.15
P17-03946	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	304.03
P17-03947	Pearson	Special Ed	MATL/SUP	955.95
P17-03948	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	875.00

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03949	Curriculum Associates Inc	FREMONT	MAT/SUPP -INSTRUCTIONAL	456.19
P17-03953	Rochester 100, Inc	MARSHALL	MATL/SUP - Instruction	673.44
P17-03954	Gopher Sport	KAMALA	Materials & Supplies-Instructional	269.38
P17-03955	Headsets Com Inc	PERSONNEL	mat/sup	404.84
P17-03957	Positive Promotions	MARSHALL	MATL/SUP - Instruction	376.92
P17-03958	LEARNING A-Z	LEMONWOOD	Raz-Kids Renewal	329.85
P17-03959	ETA Hand2mind	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	433.74
P17-03960	Office Depot Bus Ser Div	FREMONT	MAT/SUP INSTRUCTION	145.25
P17-03961	Costco Wholesale	BREKKE	MATL-SUPPL	200.00
P17-03962	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	51.04
P17-03967	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	75.40
P17-03968	Lakeshore Learning Materials-V	FREMONT	MAT/SUP INSTRUCTIONAL	20.20
P17-03969	Lakeshore Learning Materials-V	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	239.14
P17-03970	Ventura Co Office Of Education	Special Ed	SERV (HH)	948.40
P17-03971	Ventura Co Office Of Education	ED SERVICES	CONF(MSAP)	300.00
P17-03972	Ventura Co Office Of Education	ED SERVICES	CONF	275.00
P17-03973	Ventura Co Office Of Education	ED SERVICES	CONF	160.00
P17-03974	CANON FINANCIAL SERVICES INC	NFL	LEASE (COPIERS)	902.67
P17-03975	CANON SOLUTIONS AMERICA INC	NFL	MAINT (NFL COPIERS)	215.50
P17-03976	Walmart	ED SERVICES	MATL/SUP HAYDOCK	500.00
P17-03977	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP HAYDOCK	495.61
P17-03979	Home Depot Inc	FRANK	MATL/SUP(msap)	91.35
P17-03980	Solarhome, LLC	ED SERVICES	MATL/SUP (Fremont)	281.39
P17-03981	Ventura Co Star	BUSINESS	CONST	260.36
P17-03982	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	705.08
P17-03983	Subway.	Pupil Srvs	MATL/SUP	385.00
P17-03986	Amazon Com	HAYDOCK	MATL/SUPPLY-Instruction	61.08
P17-03987	Amazon Com	HARRINGTON	MATERIALS AND SUPPLIES INSTRUCTION	70.60
P17-03988	Amazon Com	ED SERVICES	MATL/SUP	61.95
P17-03989	Amazon Com	MARSHALL	BKS - Instruction	78.32
P17-03990	Varidesk, LLC	ED SERVICES	Equipment	743.49
P17-03991	Adelante Charter School of San ta Barbara	ED SERVICES	CONF	600.00
P17-03992	School Health Corporation	Special Ed	MATLS (BB-ROSE)	49.90
P17-03996	Courtyard by Marriott Santa Barbara Goleta	ED SERVICES	CONF/TRAVEL	438.98
P17-03997	Dell Direct Sales Lp	HR	Computer/Equipt.	977.54
P17-03998	MCGRAW HILL EDUCATION, INC	ERC	MATL/SUPP	708.73
P17-04001	Jordanos Inc	CNS	supplies	117.23
P17-04002	Ventura Co Office Of Education	RISK MGMT	CONF	90.00
P17-04003	EARTH'S BIRTHDAY PROJECT	RAMONA	Mat-Sup-Instructional	90.51
P17-04004	Lexis Nexis	RISK MGMT	Materials & Supplies	133.61
P17-04006	Barnes And Noble	KAMALA	Materials & Supplies-Instructional	232.31
P17-04007	Ventura Co Office Of Education	RAMONA	Conferance Instructional (TOSA)	15.00
P17-04008	Smart And Final Iris Co	RAMONA	Open PO to Smart and Final SSC	161.63

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04010	Aswell Trophy And Engraving	HAYDOCK	MATL/SUPPLY-INSTRUCTION	59.53
P17-04011	School Life, div of ImageStuff	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	527.98
P17-04012	AliMed Inc	RISK MGMT	Materials & Supplies	909.58
P17-04013	Larry Gonzales dba 3G Promotional Products	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	248.33
P17-04014	Varidesk, LLC	HAYDOCK	MATL /ADMIN	851.23
P17-04016	Lightspeed Systems Sales, Inc	Special Ed	COMP/SOFTWARE	129.30
P17-04017	LEARN360	KAMALA	SERV-INST	722.80
P17-04019	Thomson West	RISK MGMT	Materials and Supplies	87.28
P17-04020	Holiday Inn Capitol Plaza	ASES	CONF	166.75
P17-04021	Staples Direct	MCAULIFFE	MAT'L/SUPL-Instructional	89.15
P17-04022	School Specialty Inc	SIERRA LINDA	matl/sup - instructional	79.86
P17-04023	CSHA	Special Ed	MATLS/SUPPL	400.00
P17-04024	Office Depot Bus Ser Div	NFL	Mat/Sup	114.20
P17-04025	US School Supply Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	108.56
P17-04026	Staples Direct	SIERRA LINDA	matl/sup - instructional	193.93
P17-04027	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPP-instruction	30.13
P17-04028	Gateway Fundraising Service	LEMONWOOD	Mat/Sup- instruction	269.38
P17-04030	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	322.17
P17-04031	Carl Aspuria	LEMONWOOD	SERV (Instructional)	250.00
P17-04032	Endless Choices	LEMONWOOD	Mat/Supp (Instructional)	437.47
P17-04033	Blick Art Materials	ASES	MTL/SUPL	485.37
P17-04034	Office Depot Bus Ser Div	NFL	Mat/Sup	22.63
P17-04036	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	524.51
P17-04037	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	410.89
P17-04038	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-04039	Lakeshore Learning Materials-V	ED SERVICES	MTLS	167.94
P17-04040	Lakeshore Learning Materials-V	ED SERVICES	mtls	887.71
P17-04041	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-04042	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-04043	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUPP	87.23
P17-04044	Aswell Trophy And Engraving	LEMONWOOD	MAT/SUPP (Instructional)	95.36
P17-04046	Markertek	ASES	MTRL/SUPL	77.55
P17-04047	Scholastic Inc	SIERRA LINDA	matl/sup - instructional	7.50
P17-04049	Really Good Stuff	SIERRA LINDA	matl/sup - instructional	92.86
P17-04050	Classroom Products Llc	SIERRA LINDA	matl/sup - instructional	64.33
P17-04051	Ventura Co Office Of Education	HAYDOCK	CONF/ADMIN	80.00
P17-04052	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - instructional	104.19
P17-04053	Div Of The State Architect	FACILITIES	DSA Fees	500.00
P17-04057	Ventura Co Office Of Education	SORIA	CONF (Admin)	40.00
P17-04059	Smart And Final Iris Co	MARINA	MATL/SUPL- Parent Participation	200.00
P17-04060	Walmart	DRIFFILL	MATL/SUPP-instructional	215.50
P17-04061	School Tech Supply	SORIA	COMP/SUP(Instructional)	129.30
P17-04062	Woodburn Press	RITCHEN	MATL/SUP-Instructional	604.77
P17-04063	Aswell Trophy And Engraving	MARINA	MATL/SUPL-Instructional	58.19
P17-04065	El Concilio Family Services	SUPERINTENDEN	CONF	350.00
P17-04067	Plaza14 North American Cinem	LEMONWOOD	MAT/SUPL (instruction)	610.00
P17-04069	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	407.96

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04070	Uline	WAREHOUSE	Stores Supplies	697.44
P17-04072	Walmart	RAMONA	Mat/Sup-Instructional	30.00
P17-04074	Boost Promotions	RITCHEN	MATL/SUP-Instructional	161.63
P17-04079	Ventura Co Office Of Education Career Ed Center	SUPERINTENDEN	CONF	100.00
P17-04080	Really Good Stuff	LEMONWOOD	MAT/SUPP -Instruction	150.83
P17-04081	Ventura Co Community College D	DRIFFILL	SERV-instructional	400.00
P17-04082	Best Buy	MARINA	COMP/SUPL-Instructional	367.43
P17-04083	The Tree House, Inc	MCAULIFFE	MATL/SUPL-Instructional	148.70
P17-04084	Positive Promotions	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	301.32
P17-04086	Lakeshore Learning Materials-V	SIERRA LINDA	mat/sup - instructional	841.44
P17-04087	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	858.98
P17-04088	Home Depot Inc	ED SERVICES	Mat/Sup	39.36
P17-04089	Walmart	Special Ed	MATLS/SUPPL	400.00
P17-04090	Office Depot Bus Ser Div	ED SERVICES	Mat/Sup	574.37
P17-04091	Blick Art Materials	ED SERVICES	Mat/Sup	216.90
P17-04092	Roadrunner Shuttle And	ED SERVICES	CONF	960.00
P17-04098	Pratibha Srinivasan Smart Ears	Special Ed	SERV	446.00
P17-04099	ACSA	Special Ed	TRAVEL/CONF	365.00
P17-04100	Hilton Los Angeles Airport	ED SERVICES	CONF	218.80
P17-04101	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	298.34
P17-04102	Office Depot Bus Ser Div	Pupil Srvs	MAT/SUP	112.91
P17-04103	Amazon Com	Special Ed	MATLS/SUPPL(BROYLES HH-CASE)	15.03
P17-04106	CDW G	MARINA	MATL/SUPL-Instructional	73.52
P17-04107	School Media Associates, LLC	ED SERVICES	MATL/SUPP - Instructional	952.02
P17-04108	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	214.34
P17-04109	Jim Averbeck Books	CURREN	serv - instructional	400.00
P17-04110	Constructive Playthings	CURREN	mat/sup - instructional	387.77
P17-04111	Ventura Co Community College D	HR	Travel/Conf	10.00
P17-04112	CN School & Office Sol, Inc Cu Iver-Newlin	ED SERVICES	MATL/SUPP	830.39
P17-04115	Scholastic Inc	HAYDOCK	MATL/SUPPLY-Instructional	181.02
P17-04120	Walmart	Pupil Srvs	MATL/SUP	100.00
P17-04121	Oxford University Press Usa	Pupil Srvs	MATL/SUP	71.23
P17-04122	Ventura Co Office Of Education	Pupil Srvs	CONF	600.00
P17-04123	Demco Inc	FREMONT	MAT/SUP INSTRUCTION	77.34
P17-04124	Laurie Kolkman Firefly Ceramic s	MARSHALL	SERV - Instruction	421.24
P17-04125	Staples Direct	FREMONT	MAT/SUP-INSTRUCTIONAL	77.49
P17-04127	Underwood Family Farms	RAMONA	Service-Instructional	956.00
P17-04130	HOSPITALITY EXPRESS LLC HOLIDA Y INN EXPRESS- ONTARIO	Special Ed	CONF/TRAVEL	205.88
P17-04131	Sheraton San Diego Hotel & Mar	ED SERVICES	CONF/MSAP	781.00
P17-04132	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	437.83
P17-04134	Sams Club 6455	WAREHOUSE	Stores Supplies	258.08
P17-04138	Paradise Chevrolet	WAREHOUSE	Repairs	355.89
P17-04139	Ventura Co Star	BUSINESS	CONST	656.56
P17-04141	River City Testing	FACILITIES	Service	660.00
P17-04142	SCSNA	CNS	conference	190.00

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04143	Gold Star Foods	CNS	supplies-drifill	832.06
P17-04144	OLD NEW YORK BAGEL & DELI CO I NC.	ED SERVICES	mtls/spl-admin	200.00
P17-04145	Casto Chapter 5	TRANSPORTATIO	CONFERENCE	85.00
P17-04146	Blick Art Materials	WAREHOUSE	Stores Supplies	730.11
P17-04147	LABSOURCE, INC	WAREHOUSE	Stores Supplies	844.76
P17-04148	Santa Barbara Museum of Natura l History	MARSHALL	SERV - Instruction	200.00
P17-04153	Sprinkle Tire, Inc	WAREHOUSE	Repairs	608.14
P17-04155	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	558.15
P17-04156	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	43.09
P17-04158	Santa Barbara Museum of Natura l History	LEMONWOOD	SERV- (Instructional)	400.00
P17-04160	Super Teacher dba Modern Chalk board	MARSHALL	SERV - Instruction	19.95
P17-04164	Gold Star Foods	CNS	supplies	464.80
P17-04165	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	REPAIRS (1:1 iPads)	16.22-
P17-04166	First Book	SIERRA LINDA	matl/sup - instructional	592.19
P17-04167	Petroleum Telcom Inc DBA Telec om	KAMALA	Materials & Supplies-Admin	113.14
P17-04169	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-instruction	258.54
P17-04170	Scholastic Classroom Magazines	MARSHALL	SERV - Instruction	42.83
P17-04171	Classroom Direct.Com LLC	MARSHALL	MATL/SUP - Instruction	491.65
P17-04172	Handwriting Without Tears	RAMONA	Travel and Confe-Instruction	350.00
P17-04177	Smart And Final Iris Co	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	100.00
P17-04179	City of LA Dept of Rec Griffit h Observatory	ASES	SERVICES	300.00
P17-04180	MHS Inc	Special Ed	MATL/SUP	484.99
P17-04181	WPS	Special Ed	MATL/SUP	706.50
P17-04182	School Specialty Inc	MARSHALL	MATL/SUP - Instruction	133.75
P17-04183	Pearson	Special Ed	MATL/SUP	228.69
P17-04184	Par Inc	Special Ed	MATL/SUP	230.79
P17-04185	WPS	Special Ed	MATL/SUP	753.60
P17-04186	MHS Inc	Special Ed	MATL/SUP	376.19
P17-04187	American Printing House for th e Blind Inc	Special Ed	MATLS/SUPPL (VI-GARZA)	165.94
P17-04188	Pearson	Special Ed	MATL/SUP	464.40
P17-04189	Courtyard by Marriott Santa Ba rbara Goleta	ED SERVICES	CONF/TRAVEL	973.84
Total Number of POs			379	Total <u><u>125,005.26</u></u>

Fund Recap

Fund	Description	PO Count	Amount
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ESCAPE ONLINE

Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	360	117,148.68
120	CHILD DEVELOPMENT FUND	11	4,091.57
130	CAFETERIA FUND	6	2,848.09
350	COUNTY SCHOOL FACILITY FUND	2	916.92
Total Fiscal Year 2017			125,005.26
Total			125,005.26

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ESCAPE ONLINE

Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
NP17-00061	13,041.20	130-4700	CAFETERIA FUND/FOOD	.21-
NP17-00066	6,438.93	130-4700	CAFETERIA FUND/FOOD	.51
P17-00078	2,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	686.75
P17-00086	5,240.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	990.00
P17-00095	1,340.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	479.36
P17-00292	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	185.45-
P17-00419	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	317.32
P17-00467	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	344.93
P17-00472	11,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	420.18
P17-00578	3,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	152.15
P17-00654	2,157.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	537.45
P17-00870	2,580.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P17-00945	4,000.00	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	611.06
P17-00965	540.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.17-
P17-00979	3,710.40	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	197.82
P17-01178	950.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P17-01231	717.07	251-6418	DEVELOPER FEES/COMPUTER EQUIPMENT OVER \$5,0	7,961.22-
P17-01706	315.25	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	100.00
P17-02216	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	939.83
P17-02307	550.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P17-02351	1,250.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P17-02980	567.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	40.05-
P17-03039	636.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	64.74-
P17-03526	414.55	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	328.77-
P17-03575	391.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	226.44
P17-03801	5,070.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	5,070.00-
P17-03805	105,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	51,800.00-
P17-03812	1,125.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	375.00
P17-03831	1,245.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	201.99
Total PO Changes				57,390.82-

Information is further limited to: (Maximum Amount = 999.99)

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00063	Gold Star Foods	CNS	stores	23,964.95
NP17-00064	P And R Paper Supply Co	CNS	stores	8,533.13
NP17-00065	Jordanos Inc	CNS	stores	1,367.49
NP17-00066	Gold Star Foods	CNS	stores	6,438.93
NP17-00067	P And R Paper Supply Co	CNS	stores	7,719.01
NP17-00068	P And R Paper Supply Co	CNS	stores	6,221.59
NP17-00069	Gold Star Foods	CNS	stores	33,601.06
NP17-00070	Gold Star Foods	CNS	stores	16,470.69
NP17-00071	P And R Paper Supply Co	CNS	stores	5,729.95
NP17-00072	Gold Star Foods	CNS	stores	22,248.82
NP17-00073	P And R Paper Supply Co	CNS	stores	5,917.93
NP17-00074	Gold Star Foods	CNS	stores	16,820.82
P17-03131	Ventura Co Office Of Education	ED SERVICES	SVC	180,000.00
P17-03625	Reagan Library	HAYDOCK	SERV/INSTRUCTIONAL	1,000.00
P17-03640	CABE	SORIA	CONF (Instructional/Admin)	1,470.00
P17-03641	School Tech Supply	IT	EQUIP (Laptops/Ricky)	149,018.25
P17-03642	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	REPAIR (1:1 iPads)	2,150.00
P17-03649	THE STANDARD, HIGH LINE	HAYDOCK	CONF/INSTRUCTION	1,014.65
P17-03650	Durbiano Fire Equipment Co	FACILITIES	Service	4,300.00
P17-03652	Veritiv Operating Company	GRAPHICS	Materials and Supplies	4,533.39
P17-03653	Pacificom Coast Sound And	FACILITIES	Service	3,400.00
P17-03656	Lego Education	RITCHEN	MATL/SUP-Instructional	1,119.07
P17-03657	NATUREBRIDGE	LEMONWOOD	SERV- INSTRUCTION	4,231.51
P17-03659	Varidesk, LLC	HAYDOCK	EQUIP-ADMIN	5,920.86
P17-03668	Avid Center	DRIFFILL	CONF/Instructional/Admin/Tchr	9,880.00
P17-03669	Avid Center	KAMALA	Conference-Admin/Instr	6,080.00
P17-03670	Avid Center	KAMALA	Conference-Instructional	6,080.00
P17-03673	Curriculum Associates Inc	Special Ed	MATL/SUP	1,022.67
P17-03674	Pearson	Special Ed	MATL/SUP	7,062.62
P17-03676	Pearson	Special Ed	MATL/SUP	1,736.92
P17-03682	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,909.25
P17-03683	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	26,993.51
P17-03685	CALIFORNIA SPORT DESIGN	FREMONT	MAT/SUP-INSTRUCTIONAL	2,158.92
P17-03686	Larry Gonzales dba 3G Promotio nal Products	ED SERVICES	MATL/SUP	2,010.25
P17-03688	Gopher Sport	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,941.05
P17-03690	Larry Gonzales dba 3G Promotio nal Products	ED SERVICES	MATL/SUP	1,400.75
P17-03691	CLMS c/o CA League of Schools	HAYDOCK	TRAVEL/CONF-Admin/Instruction	1,614.00
P17-03693	PORTOLA HOTEL & SPA	HR	Travel/Conf	1,415.84
P17-03695	SignMasters, Inc	SUPERINTENDEN	SERV	1,215.00
P17-03697	Taymark Anderson's	KAMALA	Materials & Supplies-Instructional	1,219.89
P17-03698	School Life, div of ImageStuff	KAMALA	Materials& Supplies-Instr	1,100.13
P17-03707	Scholastic Inc	SAN MIGUEL	MATL/SUPP (S M)	1,527.36
P17-03711	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,901.17
P17-03712	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	1,599.87
P17-03715	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	2,000.00
P17-03720	Perma Bound Books	SORIA	books - instruction	1,459.95

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ESCAPE ONLINE

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03736	CABE	ED SERVICES	CONF	1,670.00
P17-03740	Doubletree Hotel Anaheim Orange County	ED SERVICES	CONF	1,025.31
P17-03741	Lectorum Publications Inc	ENGLISH LEARNE	MATL/SUP - Instructional	1,018.05
P17-03742	The Mayflower Hotel	ED SERVICES	CONF	1,530.88
P17-03752	CDW G	ED SERVICES	Equipment	3,302.19
P17-03756	LA SERENA VILLAS	CHAVEZ	CONF/TRAVEL- ADMIN	2,445.78
P17-03757	CLIMATEC BLDG TECHNOLOGIES GRP	BUSINESS	SERV	8,500.00
P17-03761	Mindset Works, Inc	DRIFFILL	SFTWR APPS-instructional	1,520.00
P17-03763	Caslon, Inc	ENGLISH LEARNE	Books - Instructional	8,348.69
P17-03768	Cress Mfg Co Inc	HAYDOCK	Equipment-INSTRUCTION	3,883.87
P17-03770	Brad Ranola Anacapa Ukulele	ED SERVICES	MATL/SUP	2,009.54
P17-03775	Hyatt Regency Lake Tahoe Resort Spa and Casino	HAYDOCK	TRAVEL/CONF-Admin/Instruction	4,630.38
P17-03782	Dell Direct Sales Lp	RAMONA	COMPUTER EQUIPM-Instruction	1,738.37
P17-03787	Southwest Airlines	HAYDOCK	CONF/TRAVEL-Instruction	1,904.85
P17-03801	Natl Science Teachers Assn	ED SERVICES	CONF	5,070.00
P17-03805	Sunbelt Staffing, LLC	Special Ed	SERV(STAFFING)	105,000.00
P17-03807	Southwest Airlines	HAYDOCK	TRAVEL/CONF-Admin	1,004.96
P17-03809	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	1,308.11
P17-03810	Southwest Plastic Binding Co Southwest Binding & Laminating	WAREHOUSE	Stores Supplies	3,837.41
P17-03811	The Tree House, Inc	ELM	Matl/Sup - Instructional	2,936.35
P17-03812	San Joaquin County Of Ed	HR	Travel/Conf	1,125.00
P17-03815	CABE	FREMONT	TRAV/CONF INSTRUCTION / PARENT	1,160.00
P17-03820	World's Finest Chocolate, Inc	MARSHALL	MATL/SUP - Instruction	1,560.00
P17-03821	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	1,979.91
P17-03822	Extreme Clean	WAREHOUSE	Stores Supplies	6,091.13
P17-03824	Veritiv Operating Company	WAREHOUSE	Stores Supplies	16,689.46
P17-03825	Custom Signs, Inc	FRANK	MSAP/EQUIP/MARQUEE	20,330.67
P17-03826	Custom Signs, Inc	HAYDOCK	MSAP/EQUIP/MARQUEE	34,780.20
P17-03828	Petroleum Telecom Inc DBA Telecom	TRANSPORTATION	COMM	1,882.91
P17-03829	Petroleum Telecom Inc DBA Telecom	PURCHASING	COMM	26,708.83
P17-03831	Barnes And Noble	ED SERVICES	MATL/SUP - Instructional	1,245.58
P17-03833	General Binding Corp.	FACILITIES	Equipment	1,804.50
P17-03841	ADVANCED CLASSROOM TECHNOLOGIES, INC	IT	EQUIP (Ricky - Promethean)	159,873.61
P17-03849	Ventura Co Star	PURCHASING	LEAG AD/SVC	3,373.36
P17-03850	Ventura Co Star	PURCHASING	LEAG AD/SVC/CHA	3,328.08
P17-03851	Ventura Co Star	PURCHASING	LEAG AD/SVC/MAR	1,000.00
P17-03852	Dept Of Toxic Substances Ctr	BUSINESS	CONST	6,064.42
P17-03853	Remo, Inc	RITCHEN	MATL/SUP-Instructional	1,638.87
P17-03859	Doubletree Hotel Anaheim Orange County	LEMONWOOD	Travel/Conf-instruction	2,176.02
P17-03860	ASCD	LEMONWOOD	Travel/Conf-instruction	1,707.00
P17-03870	CDW G	ED SERVICES	MATL/SUP (Frank/Fremont/Haydock)	4,525.50
P17-03871	Brainpop Com Llc	ELM	SERV - Instructional	3,090.00

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ESCAPE ONLINE

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03875	Jones School Supply Co Inc	ED SERVICES	MATL/SUP	1,228.98
P17-03876	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	1,032.19
P17-03883	Veritiv Operating Company	GRAPHICS	Materials and Supplies	3,926.11
P17-03885	GOBULK.COM	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,391.70
P17-03886	FESTIVALS OF MUSIC, INC AKA MU SIC IN THE PARKS	HAYDOCK	SERV-INSTRUCTIONAL	3,720.00
P17-03892	Veritiv Operating Company	WAREHOUSE	Stores Supplies	19,550.16
P17-03895	Kagan Professional Development	ED SERVICES	T1/SERV	9,855.00
P17-03898	Reliable Floor Covering Co	FACILITIES	Repair	2,180.00
P17-03899	Avid Center	ASSESS ACCOUN	CONF	7,600.00
P17-03900	Ricoh Usa, Inc	NFL	Matl/Sup	2,070.15
P17-03901	ACSA	ED SERVICES	CONF	3,230.00
P17-03904	FESTIVALS OF MUSIC, INC AKA MU SIC IN THE PARKS	HAYDOCK	SERV/INSTRUCTIONAL	4,293.84
P17-03905	FESTIVALS OF MUSIC, INC AKA MU SIC IN THE PARKS	HAYDOCK	SERV/INSTRUCTIONAL	5,520.09
P17-03906	Lakeshore Learning Materials-V	NFL	MTLS	1,348.95
P17-03911	Gopher Sport	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	2,312.92
P17-03921	Oxnard Performing Arts Center	ED SERVICES	RENTAL (8th GR. PROMOTION)	2,463.75
P17-03922	STUDIO V 4 ARTS LLC	FRANK	AVID DONATION/SERV	1,000.00
P17-03923	VENTURA COUNTY ARTS COUNCIL	MCKINNA	ED FOUND GRANT/SERV	1,500.00
P17-03924	KINGSMEN SHAKESPEARE COMPANY	ASES	SERV	12,000.00
P17-03925	M8 DEV, LLC dba Residence Inn Anaheim	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIOANAL/PARENT	2,450.70
P17-03926	Div Of The State Architect	FACILITIES	DSA Fees	1,068.19
P17-03927	Hillyard Inc	WAREHOUSE	Stores Supplies	5,502.79
P17-03929	RESTORATIVE JUSTICE RES CENTER	Pupil Srvs	T1/SERV	11,250.00
P17-03930	IO EDUCATION LLC	ED SERVICES	T2/SERV	4,485.00
P17-03931	Ventura Co Office Of Education	Special Ed	SERV (KW062904)	46,649.66
P17-03932	Ventura Co Office Of Education	Special Ed	SERV (MZ020305)	51,411.44
P17-03933	Ventura Co Office Of Education	Special Ed	SERV (JN122311)	9,083.34
P17-03934	Ventura Co Office Of Education	Special Ed	SERV (NC092306)	26,831.80
P17-03935	Ventura Co Office Of Education	Special Ed	SERV (ML062907)	9,350.50
P17-03936	Ventura Co Office Of Education	Special Ed	SERV (CR111903)	7,597.12
P17-03937	Ventura Co Office Of Education	Special Ed	SERV (MA102113)	10,205.27
P17-03938	Ventura Co Office Of Education	Special Ed	SERV (JA100109)	6,080.48
P17-03939	Ventura Co Office Of Education	Special Ed	SERV (KS120903)	32,173.26
P17-03940	Ventura Co Office Of Education	Special Ed	SERV (MP121103)	32,173.26
P17-03941	Ventura Co Office Of Education	Special Ed	SERV (KP033105)	6,640.44
P17-03950	Virganth Haur Evolving Solutio ns, LLC	IT	REPAIRS (1:1)	3,595.00
P17-03951	Virganth Haur Evolving Solutio ns, LLC	IT	REPAIRS (1:1)	12,775.00
P17-03952	DELTA EDUCATION	ED SERVICES	MATL/SUPP - Instructional	2,692.67
P17-03956	DELTA EDUCATION	RITCHEN	MATL/SUP-Instructional	2,089.87

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-03963	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,119.87
P17-03964	Southwest School & Office Sup	PURCHASING	STORES	1,002.08
P17-03965	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,143.15
P17-03966	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	2,133.45
P17-03978	VEX Robotics, Inc	ED SERVICES	MATL/SUP (FRANK)	9,438.94
P17-03984	Doubletree Hotel Sacramento	HR	Travel/Conf	1,436.16
P17-03985	CARLOS A. FLORES	Special Ed	SPEC ED/SERV	30,000.00
P17-03993	Constance Marie Halpern Mrs Fi gs Bookworm	ED SERVICES	MATL/SUP FRANK	1,550.74
P17-03994	The Math Learning Center	ED SERVICES	BOOKS - Instructional	40,891.13
P17-03995	School Tech Supply	IT	MATL/SUP (Ricky)	7,456.30
P17-03999	FOLLETT SCHOOL SOLUTIONS, INC	ERC	MATL/SUP	7,978.74
P17-04000	Home Depot Inc	Special Ed	EQUIP	1,560.00
P17-04005	School Tech Supply	FREMONT	EQUIP -instruction	7,558.66
P17-04009	Larry Gonzales dba 3G Promotio nal Products	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,155.63
P17-04015	Petroleum Telcom Inc DBA Telec om	RISK MGMT	Materials & Supplies	4,259.92
P17-04018	Monster Technology LLC	SIERRA LINDA	matl/sup - instructional	3,381.20
P17-04029	Lowe's	RAMONA	Matl/Sup- Instruction	1,200.00
P17-04035	Ventura Co Star	PURCHASING	SERV (legal ad)	3,531.84
P17-04045	Appliance Parts of Oxnard, LLC	FACILITIES	Materials and supplies	3,200.00
P17-04054	Staples Direct	ED SERVICES	MATL/SUP	1,500.00
P17-04055	Smart And Final Iris Co	ED SERVICES	MATL/SUP	2,000.00
P17-04056	Costco Wholesale	ED SERVICES	MATL/SUP	1,500.00
P17-04058	Hilton Garden Inn Oxnard	ED SERVICES	SERV	2,726.40
P17-04064	School Health Corporation	WAREHOUSE	Stores Supplies	1,249.04
P17-04066	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	3,000.00
P17-04068	Manchester Grand Hyatt	ASSESS ACCOUN	CONF	17,044.73
P17-04071	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,010.48
P17-04073	Ventura Co Star	PURCHASING	SVC/LEGAL AD (CUR SPRINKLER)	3,486.56
P17-04075	Renaissance Palm Springs Hotel	ELM	Conf - Instructional/admin	1,335.03
P17-04076	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,330.71
P17-04077	Inland Inspections And Cons	FACILITIES	Service	5,850.00
P17-04078	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Service / Chavez HVAC	2,455.00
P17-04085	ADVANCED CLASSROOM TECHNOLOGIE S, INC	RAMONA	Com-equipment-Instructional	7,777.63
P17-04093	D.Lewis Company	FACILITIES	Service	1,950.00
P17-04094	Joe F Alvarez Tri County Rhino	FACILITIES	Service	1,511.25
P17-04095	WPS	Special Ed	MATL/SUP	1,070.94
P17-04096	Pearson	Special Ed	MATL/SUP	1,000.09
P17-04097	Pearson Education	Special Ed	MATL/SUP	2,480.50
P17-04104	CDW G	HR	Comp Equipt	2,378.67
P17-04105	Pacific World Corporation	WAREHOUSE	Stores Supplies	1,079.14
P17-04114	Avid Center	ASSESS ACCOUN	CONF	27,360.00
P17-04116	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,317.79
P17-04117	GOBULK.COM	LEMONWOOD	MAT/SUPP (Instructional)	1,399.52

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Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-04118	Avid Center	CURREN	conf- instructional /admin	1,520.00
P17-04119	Ventura Co Office Of Education	ED SERVICES	CONF	2,675.00
P17-04126	ATC GROUP SERVICES INC CARDNO ATC	FACILITIES	BOND/BLDG/PREP SMP/DORIS & PATTERSON	5,860.00
P17-04128	BARNES CHARTER, INC	FREMONT	PROF/CONS SERV - INSTRUCTIONAL	8,030.25
P17-04129	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MARINA	MATL/SUPL-Instructional	2,689.44
P17-04133	Veritiv Operating Company	WAREHOUSE	Stores Supplies	6,219.92
P17-04135	Total Compensation Systems Inc	BUDGET	Services/Actuarial Study	7,920.00
P17-04136	Ventura Co Office Of Education	HR	Prof/Consult Serv	1,000.00
P17-04137	Ventura Co Office Of Education	HR	Prof/Consult	2,650.00
P17-04140	Silver Creek Industries, Inc	FACILITIES	Buildings and Improvements	390,994.00
P17-04149	Subway.	ED SERVICES	MATL/SUP	1,500.00
P17-04150	First Picks Bread Co VII Paner a Bread	ED SERVICES	MATL/SUP	1,500.00
P17-04151	Marie Callenders	ED SERVICES	MATL/SUP	1,000.00
P17-04152	Fresh & Fabulous Cafe-Bakery	ED SERVICES	MATL/SUP	1,000.00
P17-04154	Pacific World Corporation	WAREHOUSE	Stores Supplies	1,079.14
P17-04157	School Health Corporation	WAREHOUSE	Stores Supplies	1,836.06
P17-04159	Mariposa Landscapes, Inc	FACILITIES	Service	7,400.00
P17-04161	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,382.08
P17-04162	Luidia Inc	ASSESS ACCOUN	EQUIP	2,157.29
P17-04163	CONSTRUCTION TESTING & ENG	FACILITIES	BOND/BLDG/GEOTECH INSP-TEST/ELM	139,894.00
P17-04168	Foss Manufacturing Co Inc	KAMALA	Materials & Supplies-instruction	2,422.22
P17-04173	Santa Barbara Zoo	ROSE	PROF. CONSULTING SERVICES - INSTRUCTIONAL	1,340.00
P17-04174	ATDLE	ELM	Conf - Instuctional /admin	1,740.00
P17-04175	Premier Agendas Inc	ELM	Matl/sup - Instructional	2,067.90
P17-04176	Perma Bound Books	ELM	BKS - Instructional	1,870.20
P17-04178	Ventura Co Office Of Education	LEMONWOOD	MAT/SUPP (Instructional)	1,131.38
Total Number of POs			196	Total
				<u>2,260,360.84</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	179	1,951,159.10
120	CHILD DEVELOPMENT FUND	1	1,348.95
130	CAFETERIA FUND	12	155,034.37
213	BOND FUND MEASURE R 2012	1	5,860.00
214	BOND FUND MEASURE D 2016	1	139,894.00
350	COUNTY SCHOOL FACILITY FUND	2	7,064.42
Total Fiscal Year 2017			2,260,360.84
Total			<u>2,260,360.84</u>

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ESCAPE ONLINE

Includes Purchase Orders dated 03/01/2017 - 04/04/2017 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00087	2,282,845.50	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	223,107.50
P14-00662	745,580.44	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	155,000.00
P16-00899	242,952.50	213-6280	BOND FUND MEASURE R 2012/CONSTRUCTION TESTIN	67,473.00
		213-6290	BOND FUND MEASURE R 2012/INSPECTION	67,473.00
			Total PO P16-00899	134,946.00
P16-00907	50,399.00	251-6274	DEVELOPER FEES/OTHER CONSTRUCTION	21,150.00
P16-05421	30,200,698.85	213-6270	BOND FUND MEASURE R 2012/MAIN BUILDING CONTRA	611,566.77
P17-00084	12,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,156.40
P17-00148	13,800.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P17-00150	12,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P17-00171	17,960.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	4,335.00
P17-00183	13,160.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P17-00195	12,160.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P17-00214	4,540.00	010-5632	GENERAL FUND/REPAIRS	1,031.66
P17-00215	8,940.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,069.63
P17-00230	5,860.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	1,700.00
P17-00264	22,200.00	010-4341	GENERAL FUND/CUSTODIAL SUPPLIES	5,755.48
P17-00324	8,616.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P17-00674	3,620.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,564.06
P17-00677	3,240.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	1,080.00
P17-00908	3,580.00	010-5632	GENERAL FUND/REPAIRS	1,534.09
P17-01347	4,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,984.73
P17-01494	12,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P17-02407	34,681.60	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	9,681.60
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	13,861.55
			Total PO P17-02407	23,543.15
P17-02559	21,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,000.00
P17-02959	3,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	1,000.00
P17-03132	243,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	238,000.00
P17-03176	42,619.72	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	17,619.72
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	9,957.34
			Total PO P17-03176	27,577.06
			Total PO Changes	1,482,101.53

Information is further limited to: (Minimum Amount = 1,000.00)

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ESCAPE ONLINE

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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 04/19/17

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 1ST Reading _____ 2nd Reading _____

ENROLLMENT REPORT (Cline)

District enrollment as of March 31, 2017 was 16,811. This is 152 less than the same time last year.

FISCAL IMPACT

None.

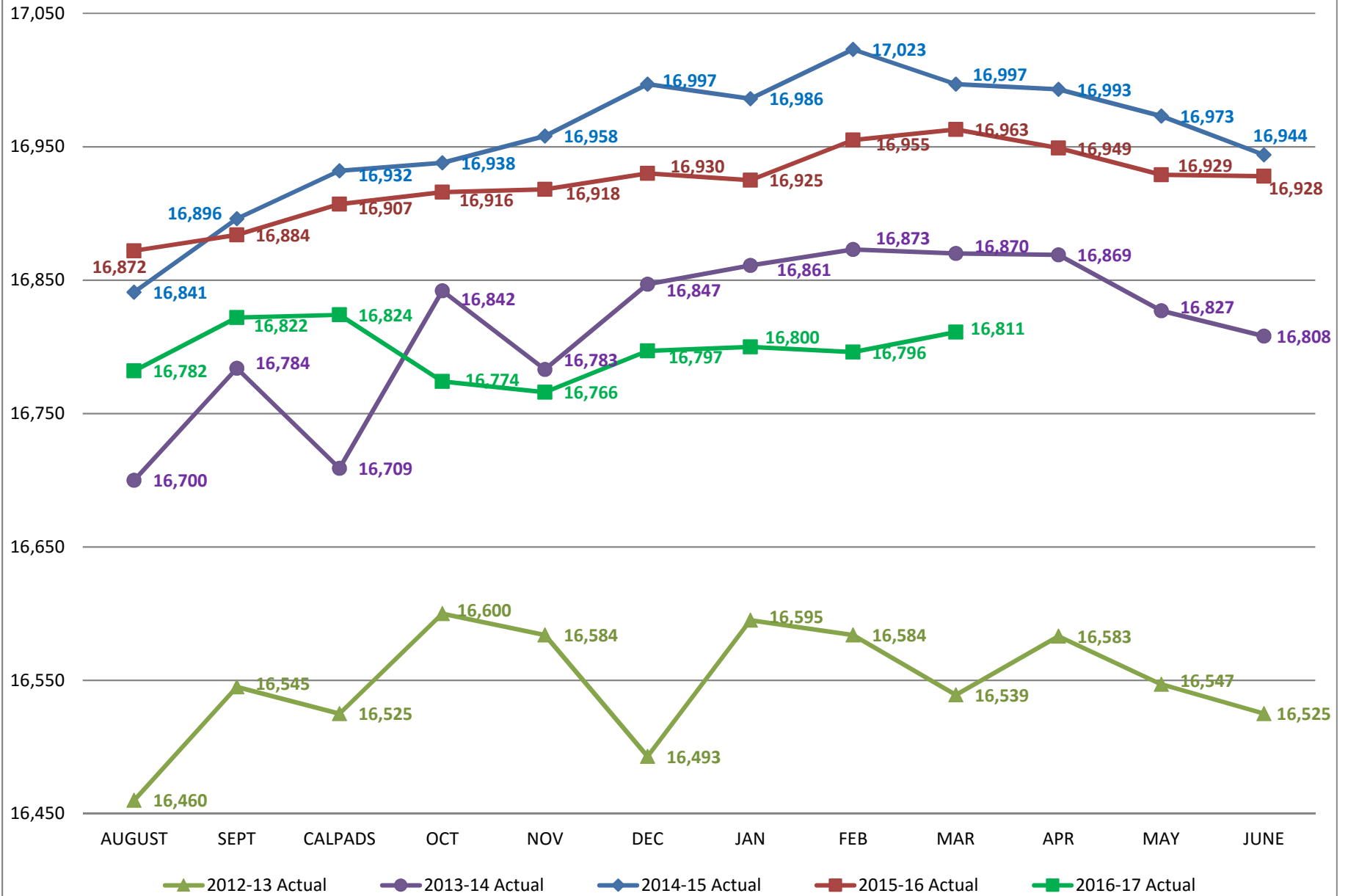
RECOMMENDATION

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



BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: April 19, 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 1ST Reading _____ 2nd Reading _____

ADOPTION OF NOTICE OF INTENTION TO ADOPT THE PROPOSED RESOLUTION OF NECESSITY #16-26 AND SETTING OF DATE FOR PUBLIC HEARING PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1245.235 (Morales/Cline)

The Oxnard School District, through its Facility Master Plan, has determined that there is a need for the construction of a new school site(s) within the District. Construction of a new school site requires the District to acquire land and may require the District to exercise its power of eminent domain for public use, pursuant to California Constitution Article 1, section 19 and California Code of Civil Procedure sections 1230.010, *et seq.* District staff has identified suitable real property for a school site(s) that consists of approximately 1,088,824.84 square feet, which is more accurately described in legal description and plat map in Exhibit "A," attached hereto.

California law requires that the Governing Board provide the owners of said real property a Notice of Intention to Adopt a Proposed Resolution of Necessity ("Notice") and to hold a public hearing on the Proposed Resolution of Necessity ("Proposed Resolution"). By adopting the proposed Notice of Intent to Adopt a Proposed Resolution of Necessity the Board is providing public notice of the public hearing to be held on May 17, 2017 and authorizing District staff to provide specific notice to all owners of the real property.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the District Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the Notice of Intention to Adopt Resolution of Necessity #16-26 and set the date of May 17, 2017 for a Public Hearing on the proposed Resolution.

ADDITIONAL MATERIAL

Attached: Notice of Intention (2 pages)
Draft Resolution #16-26 (7 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: _____

PROPOSED 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 _____, 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

DRAFT

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



P.O.B.

DORIS AVENUE

N88°46'55"W

20'

N88°46'55"W 1,121.95'

PATTERSON ROAD

S1°14'09"W

S1°14'09"W 970.51'

PORTION OF LOT 158
MAP OF PATTERSON RANCH
BOOK 8, PAGE 1

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

N1°14'09"E 970.44'

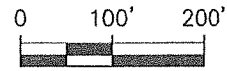
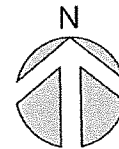
20'

S88°47'08"E 1,121.95'

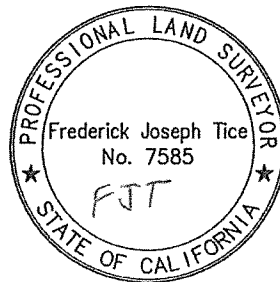
LEGEND

P.O.B. Point of Beginning

LOT 135



SCALE: 1"=200'



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



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

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.

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- 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: _____

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: April 19, 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 1ST Reading _____ 2ND Reading _____

Designate Executive Assistant To The Superintendent Position to Senior Management

District administration requests that the Board of Trustees designate the position of Executive Assistant to the Superintendent (Position #1856) as a Senior Management position in order to give the District and Superintendent more flexibility in the hiring of an individual to fill this crucial role within the Oxnard School District.

Education Code 45256.5 provides that "The governing board of a school district may adopt a resolution designating certain positions as senior management of the classified service...Employees whose positions are designated as senior management of the classified service shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provisions relating to obtaining permanent status in a senior management position...Positions in the senior management of the classified service shall be filled from an unranked list of eligible persons who have demonstrated managerial ability who have been found qualified for the positions as specified by the district superintendent and determined by the personnel commission."

In accordance with Education Code 45108.5 a district the size of the Oxnard School District may designate up to three (3) positions as Senior Management. The District currently only has one (1) designated position.

FISCAL IMPACT: None

RECOMMENDATION:

Staff recommends that the Board of Trustees take action to designate the position of Executive Assistant to the Superintendent (Position #1856) as a Senior Management position.

ADDITIONAL MATERIAL(S):

Resolution #16-32

OXNARD SCHOOL DISTRICT

Resolution #16-32

EXECUTIVE ASSISTANT TO THE SUPERINTENDENT

WHEREAS, pursuant to sections 45256.5 and 45108.5 of the California Education Code the Governing Board of the Oxnard School District has the authority to designate certain positions as senior management of the classified service; and

WHEREAS, the Board finds the single position classification of Executive Assistant to the Superintendent will be the highest position in a principal district program area, does not require certification qualifications, and will have districtwide responsibility for administering a program area; and

WHEREAS, the Board finds it necessary and desirable to designate the position of Executive Assistant to the Superintendent as a senior management position in the District's classified service; and

NOW THEREFORE BE IT RESOLVED,

1. The Executive Assistant to the Superintendent (Position #1856) is hereby designated as a senior management position in the classified service.
2. Persons employed in senior management positions shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provisions relating to obtaining permanent status in a senior management position.
3. The appointment of a person to a position in the senior management of the classified service shall be made in accordance with section 45256.5 of the Education Code.
4. The notice of reassignment or dismissal from a position in the senior management of the classified service shall be made in accordance with section 35031 of the Education Code.

PASSED, APPROVED AND ADOPTED this 19th day of April, 2017 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT

By: _____
President of the Board of Trustees of
The Oxnard School District

By: _____
Clerk of the Board of Trustees of
The Oxnard School District

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: April 19, 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 1ST Reading _____ 2nd Reading _____

TITLE: INSTRUCTIONAL MATERIALS WAREHOUSE ATTENDANT/DRIVER JOB DUTIES

DESCRIPTION:

District administration requested that the Personnel Commission create a new job classification which would be tasked with assisting with warehouse duties of limited scope in the instructional materials warehouse (a.k.a. "Bookbarn"). This position will have a lower level of responsibility and more narrow scope of work than that of a Warehouse Worker/Delivery Driver assigned to the District warehouse.

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."

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. A review of our current internal alignment has been conducted and it will be recommended to the Personnel Commission that the classification be allocated to the CSEA/OSD salary schedule at Range 17.0 (\$17.20 - \$20.89/hour). This would result in an estimated cost of \$26,939 annually for the planned 4 hours per day/12 months per year position.

RECOMMENDATION:

Staff recommends that the Board of Trustees take action to approve the attached job duties of Instructional Materials Warehouse Attendant/Driver so that a new classification can be taken to, and approved by, the Personnel Commission.

ADDITIONAL MATERIAL(S):

INSTRUCTIONAL MATERIALS WAREHOUSE ATTENDANT/DRIVER

SUMMARY OF DUTIES

Under the direction of an assigned administrator in the Educational Services department, performs a variety of duties in the stocking, transportation, and delivery of instructional materials and media, supplies, and equipment from the instructional materials warehouse to various District sites; and performs a variety of tasks relative to assigned area of responsibility.

Incumbents in this classification help ensure that the instructional materials and media are properly stocked and delivered to District sites as needed to ensure that students have access to the materials needed to fully participate in the District's instructional programs which 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. Receives, verifies, and processes incoming items according to established procedures; counts, sorts, examines, labels, and logs instructional materials and media, supplies, and equipment;
2. Stores and arranges instructional materials and media, supplies, and equipment in accordance with an identifying classification system;
3. Operates rolling stock ladders, hand pallet jacks, carts, and other related equipment as necessary in order to shelve, arrange, and retrieve instructional materials and media, supplies, and equipment;
4. Conducts and maintains periodic and perpetual inventory of instructional materials and media, supplies, and equipment in stock;
5. Locates, retrieves, and prepares instructional materials and media, supplies, and equipment for delivery; loads items into vehicle;
6. Operates a District van or similar vehicle in order to transport, deliver, and pick-up instructional materials and media, supplies, and equipment to and from specified District locations;
7. Informs appropriate personnel of the need to restock items as necessary; identifies and evaluates surplus materials for disposal;
8. Performs minor housekeeping functions in order to maintain a clean and orderly environment.

Other Related Duties

9. Performs related duties and responsibilities as required.

Recommend Minimum Qualifications

Education: Graduation from high school or equivalency.

Experience: No experience required.

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: April 19, 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 1st Reading _____ 2nd Reading _____

Establish/Abolish/Increase/Reduce Hours of Position (Koch)

Establish

an eight hour, 246 day District Translator, position number 8119, to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute, 183 day Paraeducator II, position number 8106, to be established in the Special Education department. This position will be established to provide additional support.

an eight hour, 183 day Speech Language Pathology Assistant, position number 8166, to be established in the Special Education department. This position will be established to meet the speech caseloads at various school sites.

an eight hour, 183 day Speech Language Pathology Assistant, position number 8152, to be established in the Special Education department. This position will be established to meet the speech caseloads at various school sites.

Abolish

a five hour, 183 day Paraeducator I Mixteco, position number 7229, to be abolished in the English Learner Services department. This position is no longer needed.

a five hour, 183 day Paraeducator I Mixteco, position number 7227, to be abolished in the English Learner Services department. This position is no longer needed.

a five hour, 183 day Paraeducator I, position number 7260, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.

a five and a half hour, 183 day IA CELDT, position number 2435, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.

a five and a half hour, 183 day IA CELDT, position number 2437, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.

a five and a half hour, 183 day IA CELDT, position number 2440, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.

a five and a half hour, 183 day IA CELDT, position number 2444, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.

a five and a half hour, 183 day IA CELDT, position number 2445, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.

FISCAL IMPACT:

Savings for Para I-\$21,937 General fund

Savings for Para I-\$21,937 General fund

Savings for Para I-\$21,937 General fund 26%, Title I 74%

Savings for IA CELDT-\$24,127 General fund

Savings for IA CELDT-\$24,127 General fund

Savings for IA CELDT-\$24,127 General fund

Savings for IA CELDT-\$24,127 General fund

Savings for IA CELDT-\$24,127 General fund

Cost for District Translator-\$70,234 Special Ed fund

Cost for Para II-\$26,453 Special Ed fund

Cost for Speech Language Pathology Assistant-\$61,565 Special Ed fund

Cost for Speech Language Pathology Assistant-\$61,565 Special Ed fund

RECOMMENDATION:

It is the recommendation to approve the establishment and abolishment of the position, as presented.

ADDITIONAL MATERIAL:

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: April 19, 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 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Koch)

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:

RECOMMENDATION:

It is the recommendation to approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

Attached: Classified Personnel Actions (page)
Certificated Personnel Actions

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

Valencia, Yocelin	Teacher, 6 th grade Fremont	03/16/2017
Alfaro, Annette	Substitute Teacher	2016/2017 School Year
Alfaro, Coraima	Substitute Teacher	2016/2017 School Year
Arce, Carissa	Substitute Teacher	2016/2017 School Year
Braziel Honles, Rebecca	Substitute Teacher	2016/2017 School Year
Lehmann, Matthew	Substitute Teacher	2016/2017 School Year
Mares, Katherine	Substitute Teacher	2016/2017 School Year
McDuffie, Jill	Substitute Teacher	2016/2017 School Year
Young, Ty	Substitute Teacher	2016/2017 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

De la Torre, Irma	McKinna	03/13/2017
Mosby, Jovan	Frank	03/22/2017

Resignations

Hespenheide, Tania	Science Teacher, Frank	06/17/2017
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Retirement

Clingwald, William	RSP Teacher, Frank	06/16/2017
Miller, Carol	Teacher, Harrington	06/16/2017
Ratliff, Grace	Teacher, Kamala	06/16/2017

Leave of Absence

Melissa Rotunno	Teacher, Marshall	3/08/17 – 6/17/17
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CLASSIFIED PERSONNEL ACTIONS

April 19, 2017

New Hire

Barajas, Sabrina	Paraeducator II, Position #7239 Special Education 5.75 hrs./183 days	03/15/2017
Garcia Herrera, Lucrecia M.	Child Nutrition Worker, Position #2617 Child Nutrition 4.5 hrs./185 days	03/06/2017
Gutierrez, Sami	Intermediate School Secretary (B), Position #6244 Lemonwood 8.0 hrs./192 days	03/06/2017
Macias, Dayana	Paraeducator II (B), Position #7236 Special Education 5.75 hrs./183 days	03/22/2017
Menchaca, Nancy	Paraeducator II (B), Position #6734 Special Education 5.75 hrs./183 days	03/13/2017
Orejel, Luz	Paraeducator I (B), Position #7830 McKinna 5.0 hrs./183 days	03/27/2017
Ponder, Sean	Paraeducator III, Position #8038 Special Education 5.75 hrs./183 days	03/14/2017
Quezada, Alicia	Paraeducator I (B), Position #7226 McKinna 5.0 hrs./183 days	03/13/2017

Limited Term

Cobian Rosales, Cynthia	Paraeducator	03/17/2017
Lee, Claudia	Paraeducator	03/28/2017
Lopez Osornio, Diego	Paraeducator	03/20/2017
Miramontes, Eva	Child Nutrition Worker	02/27/2017
Moraga, Yvonne	Child Nutrition Worker	03/27/2017
Nares Cortez, Yuritzi	Paraeducator	03/21/2017
Raya Lopez, Melissa	Clerical	02/28/2017
Reyes, Melissa	Clerical	03/29/2016
Rivas Saucedo, Norberto	Custodian	02/15/2017
Robles, Gisela	Paraeducator	03/09/2017
Rodriguez, Joanna	Paraeducator	03/20/2017
Ryzow, Alexandra	Paraeducator	03/16/2017
Soria, Roxanne	Paraeducator	03/29/2017
Thai, Dinh	Paraeducator	03/16/2017
Wellwood, Caitlin	Paraeducator	03/20/2017

Exempt

Burciaga, Heracieo	Campus Assistant	03/20/2017
Cortez, Angela	Campus Assistant	03/08/2017
Davalos, Lateafa	Campus Assistant	03/09/2017
Flores, Bianka	Campus Assistant	03/20/2017
Gutierrez, Jose	Campus Assistant	02/16/2017
Hernandez, Victor	Campus Assistant	03/17/2017
Higuera, Saul	Campus Assistant	03/17/2017
Lira, Gabriel	Campus Assistant	03/20/2017
Lopez, Gabriel	Campus Assistant	03/21/2017
Lopez, Leticia	Campus Assistant	03/17/2017
Peña, Luis	Campus Assistant	03/17/2017
Perez, Ismael	Campus Assistant	02/10/2017
Reyes, Raymond	Campus Assistant	03/21/2017
Salazar, Erika	Campus Assistant	03/03/2017
Soria, Roxanne	Campus Assistant	03/17/2017

Promotion

Garcia, Sergio	Lead Custodian, Position #2397 Soria 8.0 hrs./246 days Custodian, Position #1220 Brekke 8.0 hrs./246 days	03/20/2017
Vivanco, Regina	Paraeducator II (B), Position #7927 Special Education 5.75 hrs./183 days Paraeducator I (B), Position #7189 Ritchen 4.10 hrs./183 days	03/20/2017

Transfer

Galvan, Yanixsa	Preschool Assistant (B), Position #443 McKinna 3.0 hrs./183 days Preschool Assistant (B), Position #2665 San Miguel 3.0 hrs./183 days	04/17/2017
Salinas II, Marco	Bus Driver, Position #1439 Transportation 8.0 hrs./183 days Bus Driver, Position #1453 Transportation 6.0 hrs./183 days	04/17/2017

Leave of Absence

Alegre, Loida	Instructional Assistant Physically Handicapped, Position #764 Special Education 5.5 hrs./183 days	02/22/2017-06/17/2017
Bruce, Elizabeth	Paraeducator III (B), Position #2142 Special Education 5.75 hrs./183 days	03/10/2017-06/15/2017
Rodriguez, Marcela	Child Nutrition Worker, Position #2848 Child Nutrition Services 5.5 hrs./185 days	02/06/17-04/14/2017

Resignation

Kerissa, Hoda	Paraeducator I (B), Position #7267 McAuliffe 2.0 hrs./183 days	03/20/2017
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Retirement

Carabajal, Sylvia	Executive Assistant-Superintendent, Position #1856 Superintendent's Office 8.0 hrs./246 days	06/30/2017
Moreno, Maribel	Bus Driver, Position #1439 Transportation 8.0 hrs./183 days	03/24/2017

Termination

9456	Paraeducator II, Position #2260 Special Education 5.75 hrs./183 days	03/07/2017
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman/Anna Thomas

Date of Meeting: April 19, 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 1st Reading _____ 2nd Reading _____

REPORT ON THE FINDINGS OF THE 6-8 ELA/ELD PILOT COMMITTEE

The Board of Trustees will take action on the selection and purchase of ELA/ELD materials for 6th-8th grades—McGraw-Hill: Study Sync.

FISCAL IMPACT:


Estimate total cost of materials \$1, 573, 934.00, to be paid with Unrestricted General Fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Curriculum, Instruction and Accountability, that the Board of Trustees accept the report as presented, and approve the adoption of the Study Sync ELA/ELD Curriculum for grades 6-8.

ADDITIONAL MATERIAL:

- PowerPoint Presentation



Grades 6-8
English/Language Arts &
English Language Development
Adoption
2016-17

Key Points

Pilot Teacher Group

- 18 teachers in grades 6, 7, 8
- All programs represented (Lang. Arts/ELD/SpEd)

VCOE guidance on State Adoption Toolkit

Program Types

Program 2: English Language Arts/English Language Development Basic Program, Kindergarten Through Grade Eight (Program 2 Basic EAL/ELD)

This basic grade-level language program provides:

- The comprehensive curriculum in ELA for grades K-8 with integration of the CA ELD Standards
- Foundation for instruction and is intended to ensure that all students master the CA CCSS for ELA and CA ELD Standards
- Includes materials necessary for designated ELD instruction

Publishers

Amplify Education (eliminated)

Amplify ELA/ELD California Edition

Houghton Mifflin-Harcourt

Collections

McGraw-Hill

Study Sync

Timeline

September – Pilot Committee members are selected

October-March—Teachers pilot materials

March—Pilot Teacher Committee discusses pros and cons of each publisher's materials and makes selection

April—Recommendation made to the Board of Trustees

Process

- Toolkit guidance
- Publisher review of materials
- Calibration of evaluations
- Pros & Cons discussion
- Final Selection and recommendation



Analysis of Materials

Pilot teachers used the State Adoption Toolkit to conduct a thorough analysis of the materials.

Analysis of Materials – Tracing Standards

Example:

Action Step 2.5 - Select and Trace Identified Standards

Task 2.5a - In grade-span groups, select standards from suggested list or identify, standards for tracing activity (ELA/Literacy and Integrated ELD).

Analysis of Materials – Guiding Statements/Prompts

Example:

ELA/Literacy and Integrated ELD Standards Trace

(ELA/Literacy standards are the focal standards in ELA/Literacy and integrated ELD instruction)

Guiding Questions/Prompt	Comments	Rating
1. Lesson objectives clearly align with the standard, with sufficient opportunities for practice that are monitored through checks for understanding.		
2. All aspects of the standard are addressed throughout the school year in a logical progression with sufficiency.		
3. The TE offers procedures and strategies to develop students' skills and knowledge and includes ideas, resources, and adequate examples for effective instructional delivery including feedback, collaboration, and sufficient practice opportunities.		

Analysis of Materials – Rating

Record evidence/comments and rate each publisher program using the scale below. Use one chart for each program under consideration.

- + Strong evidence/exceeds district needs
- ✓ Adequate evidence/meets district needs
- Limited or no evidence/does not meet district needs

Recommendation of Selection Committee

Pilot teachers recommended

Study Sync by McGraw-Hill





- Rigorous Standards-based ELA Instruction
 - An integrated platform, designed to advance critical thinking, reading, writing, language, speaking and listening skills.
- Differentiation with a Difference
 - Meets the needs of students to address interests, learning styles and skill levels
 - Embedded learning supports and customizable lessons
- Multiple Implementation Models
 - Thematic units, customizable units, additional novels



- A Dynamic Literacy Curriculum Designed for the 21st Century Learner
 - Videos, social media-like current events and “TV Episodes” create high engagement
 - High interest reading selections
- Anytime, Anywhere, Any Device Access
 - Online access as well as an app

Next Steps

- Board of Trustees considers approval of the chosen program
- Purchase materials
- Create a Professional Development Plan

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 4/19/17

- 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 1st Reading _____ 2nd Reading _____

Cal200 Settlement Agreement Report (Freeman)

Oxnard School District, as part of the Cal200 Settlement Agreement, agreed to monitor the following actions/conditions related to providing physical education for a total period of time of not less than 200 minutes each 10 schooldays, exclusive of recesses and the lunch period:

- Class Schedules. Each semester, the school site administrator obtains a schedule from the teacher showing the days, times and duration of scheduled Physical Education instruction.
- Publication of Physical Education Schedules. The class schedules are posted on the school website or in each self-contained classroom. Additionally, the schedules are posted in the school's main office. The posting is up for the entire semester.
- Reporting. On at least a monthly basis, the school site administrator collects a signed Reporting Form (from each teacher grades 1-5). The forms are sent to the Assistant Superintendent, Educational Services via the site administrator with a school-wide compliance review.
- Monitoring. On an ongoing basis (monthly), each school site administrator collects and reviews the Reporting Forms and verifies that all teachers who are required to sign the Reporting Forms have provided the required minutes of Physical Education instruction. Also, included in the monthly monitoring are unannounced visits by site administration to at least two classrooms during the time at which Physical Education is scheduled. The site administrator keeps a copy of the visit and includes in the Principal's Report Register all instances in which Physical Education was not observed, and identifies all corrective measures taken to assure that the appropriate number of instructional minutes of instruction are provided. The Principal sends a copy of the Teacher Reporting Form and Principal's Report to the Assistant Superintendent, Educational Services no later than the 5th of the next month.
- Reports to the Governing Board. Within sixty (60) days of the end of each semester, the Assistant Superintendent, Educational Services shall provide a written report to the District's governing board regarding the District's compliance with the agreement. As soon as practical, but no later

than twenty-one (21) days after Board Review, each District shall file a copy of each such Report with the Court, and serve a copy.

Upon a thorough review of the compliance provisions set forth in the Cal200 settlement, staff has determined the Oxnard School District has satisfied all compliance requirements consistent with the agreement and the California Education Code Section 51201.

All required forms documenting compliance have been submitted to the Assistant Superintendent, Educational Services and are on file at the District Office.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the Oxnard School District's compliance with the Cal200 settlement

ADDITIONAL MATERIAL:

None

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: April 19, 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 _____
SECTION F: BOARD POLICIES 1ST Reading X 2nd Reading _____

APPROVAL OF UPDATED CONCEPTUAL SITE DESIGN FOR THE PROPOSED DORIS/PATTERSON SCHOOL SITE (Morales/Cline/CFW)

The district has continued its effort to acquire a 25-acre site at the corner of Doris Avenue and Patterson Road for the purpose of developing a new grade K-5 elementary school, new grade 6-8 middle school, and potential administrative office facility. The process has included recent engagement with local and state agencies including the Ventura County Agriculture Commissioner’s office, California Department of Education, Ventura County Department of Airports, and Ventura County Transportation Commission. In an effort to address comments and feedback received as a part of the process of compliance with the California Environmental Quality Act, the District directed the project architect, Flewelling and Moody, and CFW to consider adjustment to the conceptual site layout.

Building locations, parking configuration, and playfield arrangement were adjusted to improve the setback from the agriculture uses and improve site circulation and functionality. The attached conceptual site plan represents an effort to minimize impacts of the proposed school sites on the surrounding properties, specifically the property to the west of the site across Patterson Road.

As the site continues to be designed, additional minor modifications may be made to this conceptual site plan. However, the general approach to locations of buildings, playfields, parking, and other elements are expected to be utilized going forward in District submittals to various agency approvals and compliance documents. Should significant changes to this conceptual site plan be warranted, new drawings may be requested by the District and brought to the Board for approval.

FISCAL IMPACT

There is no fiscal impact to the District as a result of this action.

RECOMMENDATION

It is the recommendation of the Superintendent and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve the conceptual site layout for the Doris/Patterson site as presented.

ADDITIONAL MATERIAL

- Doris/Patterson Conceptual Site Plan (1 page)

Regular Board Meeting
March 1, 2017

The Board of Trustees of the Oxnard School District met in regular session at 5:03 p.m. on Wednesday, March 1, 2017, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison and Trustees Debra M. Cordes, Denis O’Leary, Veronica Robles-Solis and Monica Madrigal Lopez. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Virgie Cruz Solis, 5th grader in Mr. Richard Raddas’ class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Fernando Zaragoza, 5th grader in Ms. Nancy Buenrostro’s class, read the District’s Vision and Mission Statements in English and in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Anne Jenks, principal at McKinna School of Multimedia started her presentation with an iMovie which was developed, edited and presented by students. Following the presentation, students from McKinna showed the audience how to use the green screen and stop motion pictures. The students and Ms. Jenks invited the Board Members to visit McKinna anytime.

PRESENTATION MCKINNA SCHOOL OF MULTIMEDIA

President Morrison thanked the students, parents and staff for participating in the board meeting.

The Board of Trustees recognized students that were present for the board meeting who had read one million words with a t-shirt stating “I read 1,000,000 words, what’s your super power”.

RECOGNITION OF OXNARD SCHOOL DISTRICT’S MILLION WORD READERS

Dr. Cesar Morales, District Superintendent lead a moment of silence for two students that passed away, Juan Gonzalez 6th grader at Lemonwood School who passed this morning; and Diego Rangel Kindergartener at Harrington School who passed last week.

Moment of Silence for Passing of Students

A.6 Changes to the agenda were noted:

- Tabled A.12 Measure “R” BOC Annual Report at request of Chairperson Mr. Ward due to unable to attend March board meetings
- Moved C.1 Agreement #16-135 with California State University, Channel Islands to Action Item D.4 per request of Trustee Cordes

ADOPTION OF THE AGENDA

On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-1, Trustee O’Leary being the nay vote; the Board adopted the agenda, as amended.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION March 1, 2017:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case
- EXISTING LITIGATIONS: two (2) cases)

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (Education Code 48912; 20 U.S.C. Section 1232g)

- Case No. 16-04 (Action Item)
- Case No. 16-07 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

- 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.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT
- PUBLIC EMPLOYEE(S) NON RE-ELECTS
- PUBLIC EMPLOYEE(S) EVALUATION: Principals

Trustees convened to closed session at 5:39 p.m. until approximately 7:09 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board would be returning to closed session after the regular board meeting to complete the items on the closed session agenda.

REPORT ON CLOSED
SESSION

The Board of Trustees recognized students that were present for the board meeting who had read one million or more words with a t-shirt that stating “I read 1,000,000 words, what’s your super power”.

RECOGNITION OF
OXNARD SCHOOL
DISTRICT’S MILLION
WORD READERS

A.12 Tabled to a future meeting in April chairperson unable to attend March meetings.	MEASURE R BOND OVERSIGHT COMMITTEE'S ANNUAL REPORT
A.13 Ms. Robin Freeman, Assistant Superintendent, Educational Services reviewed the compliance provisions set forth in the Cal200 Settlement and reported staff determined the Oxnard School District satisfied all compliance requirements consistent with the agreement and the California Education Code Section 51201.	Cal200 SETTLEMENT AGREEMENT REPORT
B.1 Clerk Cordes read the Rules For Individual Presentations in English and in Spanish.	RULES FOR PRESENTATIONS
No one addressed the Board of Trustees during public comment.	PUBLIC COMMENT
The following items on the consent agenda were approved on motion by Trustee Robles-Solis seconded by Trustee Cordes, and carried on a roll call vote of 5-0, as amended.	CONSENT AGENDA (Motion #16-94)
<p>C.1 Approved the following agreements:</p> <p>Academic:</p> <ul style="list-style-type: none"> ▪ <i>Moved to Action Item D.4 #16-235 with California State University Channel Islands for discussion</i> <p>Enrichment:</p> <ul style="list-style-type: none"> ▪ #16-230 with Museum of Ventura County Agriculture Museum, to provide educational, enriching classroom and museum experiences for children; July 1, 2017 through June 30, 2018; at no cost to the District; <p>Support Services:</p> <ul style="list-style-type: none"> ▪ #16-231 with Channel Islands Lions Club, to provide free eye exams and/or glasses to the students in the Oxnard School District who meet the requirements of not having vision insurance, March 2, 2017 through June 30, 2018; at no cost to the District. 	(Approval of Agreements)
C.2 Approved Escrow Agreement #16-236 between Bernards, US Bank National Association, and Oxnard School District, for the retention earnings for the Elm Elementary School Reconstruction Project, Agreement #16-199 for the duration of the project.	(Approval of Escrow Agreement #16-236 for Security Deposit in Lieu of Retention – Elm Elementary School Reconstruction Project)
C.3 Approved WAL #10 with ATC Group Services LLC in the amount not to exceed \$5,860.00 for a Soil Management Plan associated with the Doris/Patterson site per Master Agreement #13-135 with ATC Group Services LLC; to be paid out of Master Construct and Implementation Program Funds.	(Approval of WAL #10 with ATC Group Services LLC For A Soil Management Plan Associated with The Doris/ Patterson Site)
C.4 Approved request for Robin Freeman, Assistant Superintendent, Educational Services, to attend the Leaders to Learn From Conference in Washington, DC, March 30-31, 2017; not to exceed \$3,000.00 for registration, airfare, lodging and meals; to be paid with Title II Funds.	(Approve Request to Attend Out-of-State Conference – Washington, DC)

C.5 Personnel Action:

(Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District.

(CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Mark Freeman	Psychologist, Pupil Services	2016/2017 School Year
Kandiss Crone	Substitute Teacher	2016/2017 School Year
Lindsay Gann	Substitute Teacher	2016/2017 School Year
Christine Yamek	Substitute Teacher	2016/2017 School Year

Resignations

April Daniely	PE, Lemonwood School	02/28/2017
Joy D. Livingston	RSP, Haydock School	02/28/2017

Retirement

Jenks, Anne	Principal, McKinna	06/30/2017
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment:

(CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Contreras, Janet	Paraeducator II, Position #679 Special Education 5.75 hrs./183 days	02/13/2017
<u>Limited Term</u>		
Barajas, Monica	Child Nutrition Worker	02/08/2017
Calderon Rodrigues, Lidia	Clerical	02/09/2017
Davenport, Taylor	Paraeducator	02/07/2017
Fierro, Raquel	Paraeducator	02/07/2017
Flores, Saray	Paraeducator	02/06/2017
Gil, Alicia	Child Nutrition Worker	02/06/2017
Herron-Luna, Julieanna	Clerical	02/06/2017
Magana, Karyssa	Paraeducator	02/06/2017
Ramirez, Rosalinda	Paraeducator	02/13/2017
Reza-Castruita, Erica	Clerical	02/09/2017
Robles, Cecilia	Paraeducator	02/06/2017
<u>Exempt</u>		
Arevalo Barajas, Desi	Campus Assistant	01/18/2017
Chavez, Gerardo	Campus Assistant	02/02/2017

Reinstatement

Bustamante, Rosa Maria	Paraeducator III, Position #2000 Special Education 5.75 hrs./183 days	02/02/2017
Galvan, Judith	Paraeducator III, Position #7999 Special Education 5.75 hrs./183 days	02/14/2017

Released During Probation

9543	Maintenance Worker I, Position #5844 Facilities 8.0 hrs./246 days	02/03/2017
9731	Grounds Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days	02/14/2017
4349	Lead Custodian, Position #2397 Soria 8.0 hrs./246 days	02/15/2017

D.1 On motion by Trustee Robles-Solis, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board of Trustees approve Change Order No. 003 to the Construction Services Agreement #15-198 with Swinerton Builders, to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code; amount not to exceed \$140,871.57, to be paid out of the Master Construct and Implementation Program Funds.

CONSIDER APPROVAL OF CHANGE ORDER NO. 003 TO THE CONSTRUCTION SERVICES AGREEMENT #15-198 WITH SWINERTON BUILDERS RELATED TO ADDITIONAL WORK REQUIRED BY THE DISTRICT FOR THE LEMONWOOD K-8 SCHOOL RECONSTRUCTION (Motion #16-95)

D.2 On motion by Trustee Robles-Solis, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved Change Order No. 004 to the Construction Services Agreement #15-198 with Swinerton Builders, to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code; amount not to exceed \$470,695.20, to be paid out of the Master Construct and Implementation Program Funds.

CONSIDER APPROVAL OF CHANGE ORDER NO. 004 TO THE CONSTRUCTION SERVICES AGREEMENT #15-198 WITH SWINERTON BUILDERS TO ADJUST THE COMPLETION DATE AND RELATED SCHEDULE IMPACT COSTS FOR THE LEMONWOOD K-8 SCHOOL RECONSTRUCTION (Motion #16-96)

D.3 On motion by Trustee Robles-Solis, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved Contingency Allocation No. 004 to the Construction Services Agreement #15-198 with Swinerton Builders, for additional items of work related to the Lemonwood Elementary School Reconstruction Project of Measure “R” Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.

Contractor Contingency Allocation No. 004 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$305,752.62. 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. 004 will be \$312,172.60.

D.4 On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement/MOU #16-235 with California State University Channel Islands, Oxnard College, Oxnard Union High School District to collaborate in the implementation and dissemination of the Promise Pathways to STEM (Science, Technology, Engineering, and Mathematics as a pilot program in collaboration with the Ventura County P-20 Council (VC P-20), March 16, 2017 to September 30, 2021; at no cost to the District.

E.1 On motion by Trustee Cordes, seconded by Trustee O’Leary, and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of regular board meetings of January 18, 2017 and February 1, 2017, as submitted.

F.1 The Board of Trustees reviewed the new and revised Board Policies, Administrative Regulations and Bylaws, as presented for a first reading:

Revision AR 3350	Business and Noninstructional Operations TRAVEL EXPENSES	Cline
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Dr. Cesar Morales:

- Reported he had been contacted by Supervisor John Zaragoza who is planning a “Know Your Rights” campaign and future information meeting targeting undocumented population in collaboration with the United Farm Workers and attorney Vanessa Frank. The meeting is in the planning stages but they will request the facilities use of Chavez School’s multipurpose room because they have had passed success of attendance by using the school multipurpose room.
- Reported he spoke with Oxnard Public Librarian Briana Blanchard about their interest in applying for a NASA @ My Library Grant and provide a letter of support for the library to include in their application.
- Shared a flyer from the Oxnard Police Department regarding a Community Safety in the Sierra Linda Neighborhood on Monday, March 6, 2017 at 6:00 p.m. to 7:00 p.m. at Sierra Linda School.
- Reported that the District received a stable “A+” credit rating from Standard & Poor’s rating agency which will assist the District in securing low interest rates for the Election of 2016, Series A, general obligation bonds. He thanked Deputy Cline and CFW for a job well done.

APPROVAL OF
DISPERSAL NO. 004
FROM THE
LEMONWOOD E.S.
RECONSTRUCTION
PROJECT’S
CONTRACTOR
CONTINGENCY FOR
PAYMENT OF
ADDITIONAL WORK
ASSOCIATED WITH THE
PROJECT
(Motion #16-97)

AGREEMENT #16-235
CALIFORNIA STATE
UNIVERSITY
CHANNEL ISLANDS –
PROMISE PATHWAYS
TO STEM
(Motion #16-98)

APPROVAL OF BOARD
MINUTES
(Motion #16-99)

FIRST READING OF
BOARD POLICIES,
ADMINSTRATIVE
REGULATIONS AND
BYLAWS

SUPERINTENDENT
ANNOUNCEMENTS

- Stated earlier there was a moment of silence for the passing of students Diego Rangel from Harrington and Juan Gonzalez from Lemonwood whom will be dearly missed.

Ms. Monica Madrigal Lopez:

- Stated she would not be able to participate in the “Read Across America” on Friday but reported she visited Chavez School, Ms. Melchor’s class and was able to read to the students. She also reported her brother joined her and read to another classroom of students.
- Reported she visited Lemonwood School to observe the construction.
- She congratulated the Million Club Readers honored this evening from Driffill, Lemonwood and Brekke Schools.

TRUSTEE
ANNOUNCEMENTS

Mrs. Veronica Robles-Solis:

- Wished luck to the students that would be participating in the Spelling Bee this weekend.
- Reported she would be participating in the “Read Across America” at several schools on Thursday and Friday.
- Reported she also participated in a field trip with her daughter’s class to go and see the Symphony at the Performing Arts Civic Center which was enjoyed by all in attendance.

Mr. Denis O’Leary:

- Sent his condolences to the Rangel and Gonzalez families and the students and staff at the schools they attended.
- Reported last Sunday he participated at Radio Indigena for two hours and the topic was on the safe zone policy in school districts, they received many calls and tried to answer and assure the public that the school district supports the community.

Mrs. Debra M. Cordes:

- Sent her condolences to the families of the two students who recently passed away.
- Reported on Saturday she attended the African American Expo Contest and there were 19 schools that participated and it was an outstanding event.
- Reported she participated in an event at Oxnard College and came away with the urgency that the district needs to prepare readers and writers to learn more and have a skill they can do at the end of their school career in the work force.
- Reported she had read at Lemonwood on Monday, today she read at Harrington, and tomorrow and Friday there are several schools that will be holding their “Read Across America” event which she will try to attend.
- Reported she has attended several basketball games which were championship games which she enjoyed.
- Reported she also attended the Hueneme League Wrestling finals and saw some of her former students; she also stated that Oxnard High School would be going to the CIF on Saturday.

Mr. Ernest Morrison:

- Sent his condolences to the families of the two students who recently passed away.
- Reported he attended the African American Speech Expo Contest and stated it is evident that teachers are more involved in helping the students as part of their STEAM work, the competition was very competitive.

- Reported he had read at Harrington School today and went through the Makers Room, he was assigned two students from the leadership team who were very gracious and attentive to his visit. He also saw the new Harrington fence which adds to the school but in the future can the kindergarten fence be over four feet.
- Reported at the suggestion of Trustee Robles-Solis he was able to drop by the Performing Art Civic Center to listen to the Symphony for a short period of time.

Trustees reconvened to closed session at 8:19 p.m. until approximately 10:05 p.m. to discuss items on the closed session agenda. CLOSED SESSION

Trustees O’Leary departed at 8:27 p.m. Departure of Trustee

President Morrison reported the Board deliberated on student matters in closed session and took take action in open session actions: REPORT ON
CLOSED SESSION

- On motion by Trustee Robles-Solis, seconded by Trustee Madrigal and carried on a roll call vote of 5-0; the Board of Trustees voted to non-reelect probationary certificated employees #9144 and 8848. (Motion #16-100)
- On motion by Trustee Cordes, seconded by Trustee Robles-Solis, and carried on a roll call vote of 4-0; the Board of Trustees approved recommendation from administration to expel student in Case #16-04. (Motion #16-101)
- On motion by Trustee Cordes, seconded by Trustee Robles-Solis, and carried on a roll call vote of 4-0; the Board of Trustees approved recommendation from administration for a stipulated expulsion for student in Case #16-07. (Motion #16-102)

There being no further business, on motion by Trustee Robles-Solis, seconded by Trustee Cordes, President Morrison adjourned the meeting at 10:20 p.m. ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of March 1, 2017; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: April 19, 2017

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: 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 _____

SECTION F: BOARD POLICIES 1ST Reading _____ X 2nd Reading _____

FIRST READING – REVISION TO AR 3460 – FINANCIAL REPORTS AND ACCOUNTABILITY (Cline)

Revisions to AR 3460 are being proposed in order to comply with changes to Title 5 regulations, new law, and changes related to the local control funding formula (LCFF). Added text is indicated by italicized font, and deletions are indicated by strikethrough font.

To comply with these changes, AR 3460 is presented herewith for the Board's consideration.

FISCAL IMPACT

None.

RECOMMENDATION

None at this time. AR 3460 will be presented for second reading and adoption at the May 3, 2017 Board meeting.

ADDITIONAL MATERIAL

Attached: AR 3460 (6 pages)

FINANCIAL REPORTS AND ACCOUNTABILITY

Unaudited Actual Receipts and Expenditures

The Superintendent or designee shall prepare a statement of all unaudited actual receipts and expenditures of the district for the preceding fiscal year, using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). On or before September 15, the Board of Trustees shall approve this statement and file it with the County Superintendent of Schools. (Education Code 42100)

Gann Appropriations Limit Resolution

The Board shall adopt a resolution on or before September 15 of each year to identify, pursuant to Government Code 7900-7914, the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit of the district during the preceding year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

Interim Reports

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

(cf. 1340 - Access to District Records)

Each interim *fiscal* report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The *interim* reports shall be based on *State Board of Education* criteria and standards adopted by the State Board of Education (SBE) which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected *local control funding formula (LCFF)* revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. *For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report.* (Education Code 42130, ~~42131~~; 5 CCR 15453-15464~~6~~)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions, (*i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget*), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code ~~33128.3~~, 42130, ~~42131~~; 5 CCR 15453-15464~~6~~)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

Within 45 days after the close of the period reported, the Board shall approve the interim fiscal report and certify, on the basis of the interim report and any additional financial information known by the Board to exist at the time of certification, whether the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of the interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district submits a positive certification that is subsequently changed by the County Superintendent to a qualified or negative certification, the district may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

Whenever the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after determining that the district's budget does not comply with SBE-adopted criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendations. (Education Code 42637)

If the second interim report of the fiscal year is accompanied by a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement that reports data for the period ending April 30 and projects the district's fund and cash balances as of June 30. (Education Code 42131)

Audit Report

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

By April 1 of each year, the Board shall provide for an audit of the district's books and accounts or the County Superintendent shall make arrangements to provide for that audit. (Education Code 41020)

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Accounting Standards, Amendment #3, published by the U.S. Government Accounting Office. (Education Code 41020)

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. *The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan.* (Education Code 41020)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The Superintendent or designee shall cooperate with the auditor to provide the necessary financial records and to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

By January 31 of each year, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

(cf. 9322 - Agenda/Meeting Materials)

To the extent possible, the Board's review shall occur prior to December 15 to provide the Board and the community an opportunity to review the audit before it is submitted to local and state agencies.

No later than December 15, the Superintendent or designee shall file the report of the audit for the preceding fiscal year with the County Superintendent, the California Department of Education, and the State Controller. (Education Code 41020)

When required by federal law, specified records pertaining to the audit of federal funds received and expended by the district shall be transmitted to the federal clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the fiscal year, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (31 USC 7502)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Non-Voter-Approved Debt Report

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report (GASB 75)

In accordance with GASB Statement 75, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation
approved: ~~October 19, 2011~~ *May 3, 2017*

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **April 19, 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 _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading X 2nd Reading _____

**TEACHER QUALIFICATIONS UNDER NO CHILD LEFT BEHIND ACT – BP & AR
4112.24: Delete (Vaca)**

DESCRIPTION OF AGENDA ITEM:

The regulation and policy have been deleted, as recommended by the California School Boards Association, since new Federal Law repealed requirements that teachers meet criteria of “highly qualified” teachers.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached policy and regulation changes for first reading and eventual approval at the May 3, 2017 board meeting.

ADDITIONAL MATERIAL(S):

BP & AR 4112.24: Teacher Qualifications Under the No Child Left Behind Act (8 pages)

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~

~~Recognizing the importance of teacher effectiveness in improving student achievement, the Board of Trustees desires to recruit and hire teachers for core academic subjects who possess the subject matter knowledge and teaching skills required by the federal No Child Left Behind Act (NCLB).~~

~~(cf. 4112.2—Certification)~~

~~(cf. 4112.21—Interns)~~

~~(cf. 4112.22—Staff Teaching Students of Limited English Proficiency)~~

~~(cf. 4112.23—Special Education Staff)~~

~~(cf. 6171—Title I Programs)~~

~~All teachers employed to teach core academic subjects shall be "highly qualified" as defined by federal law and the State Board of Education. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6126)~~

~~The Superintendent or designee shall inform teachers of NCLB requirements and shall identify additional qualifications, if any, that individual teachers need to demonstrate in order to meet the requirements. He/she shall work with individual teachers to develop a plan for attaining full qualifications.~~

~~The Superintendent or designee shall monitor the distribution of "highly qualified" teachers among district schools and develop strategies, as needed, to encourage teachers who meet NCLB requirements to teach in schools with the lowest student performance.~~

~~(cf. 0520.1—High Priority Schools Grant Program)~~

~~(cf. 0520.2—Title I Program Improvement Schools)~~

~~(cf. 0520.4—Quality Education Investment Schools)~~

~~(cf. 4113—Assignment)~~

~~(cf. 4114—Transfers)~~

~~(cf. 4138—Mentor Teachers)~~

~~The Superintendent or designee shall report to the Board on the progress of the district's teachers toward becoming fully qualified. Such reports shall include, but need not be limited to, the percentage of teachers in core academic subjects, districtwide and at each school, who meet the definition of a "highly qualified" teacher in accordance with federal law, and the percentage of teachers who are receiving professional development to enable them to satisfy this definition. (20 USC 6319)~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4131.1—Beginning Teacher Support/Induction)~~

Legal Reference: (see next page)

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

Legal Reference:

EDUCATION CODE

~~44500-44508 Peer Assistance and Review Program for Teachers~~

~~44662 Performance evaluation; Stull Act review~~

~~44664 Teacher evaluation; program to improve performance~~

~~44865 Alternative programs~~

CODE OF REGULATIONS, TITLE 5

~~6100-6126 Teacher qualifications, No Child Left Behind Act~~

~~80021 Short term staff permit~~

~~80021.1 Provisional internship permit~~

~~80089.3-80089.4 Subject matter authorizations~~

UNITED STATES CODE, TITLE 20

~~1401 Definition of highly qualified special education teacher~~

~~6311 Parental notifications~~

~~6312 Title I local educational agency plan~~

~~6314 Schoolwide programs~~

~~6315 Targeted assistance schools~~

~~6319 Highly qualified teachers~~

~~7345-7345b Small Rural Schools Achievement Program~~

~~7801 Definitions, highly qualified teacher~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~200.55-200.57 Highly qualified teachers~~

~~200.61 Parent notification regarding teacher qualifications~~

~~300.18 Highly qualified special education teachers~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~*California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings, January 2007*~~

~~*NCLB Teacher Requirements Resource Guide, March 1, 2004*~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

~~*Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002*~~

~~*Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001*~~

~~*California Standards for the Teaching Profession, July 1997*~~

U.S. DEPARTMENT OF EDUCATION GUIDANCE

~~*Improving Teacher Quality State Grants, ESEA Title II, Part A, Non Regulatory Guidance, revised October 5, 2006*~~

~~*New No Child Left Behind Flexibility: Highly Qualified Teachers, Fact Sheet, March 15, 2004*~~

WEB SITES

~~CSBA: <http://www.esba.org>~~

~~California Department of Education, NCLB Teacher Quality: <http://www.cde.ca.gov/nclb/sr/tq>~~

~~Commission on Teacher Credentialing: <http://www.etc.ca.gov>~~

~~U.S. Department of Education, No Child Left Behind: <http://www.ed.gov/nclb>~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~

Definitions

~~Core academic subjects include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. (20 USC 7801)~~

~~Hard-to-staff setting means a middle or high school classroom eligible for the federal Small Rural Schools Achievement Program, a middle or high school special education classroom, or a middle or high school alternative education program as specified in Education Code 44865, including home teaching, hospital classes, necessary small high schools, continuation schools, alternative schools, opportunity schools, juvenile court schools, county community schools, and district community day schools. (5 CCR 6100)~~

~~(cf. 6181—Alternative Schools/Programs of Choice)
(cf. 6183—Home and Hospital Instruction)
(cf. 6184—Continuation Education)
(cf. 6185—Community Day School)~~

~~High Objective Uniform State Standard Evaluation (HOUSSE) is a method of determining a teacher's subject matter competence using forms developed by the California Department of Education (CDE). HOUSSE Part 1 consists of a summation of the teacher's years of experience, coursework, professional development, and service to the profession. HOUSSE Part 2, to be conducted only if Part 1 does not indicate subject matter competency, consists of direct observation and portfolio assessment and, if necessary, completion of the Peer Assistance and Review Program for Teachers or other individualized professional development plan. (5 CCR 6104)~~

~~(cf. 4139—Peer Assistance and Review)~~

~~Level 1 professional development means training that will provide a teacher with the requisite understanding of each set of state content standards. Level 2 professional development means training that will provide a teacher with more in-depth understanding of the content standards than provided in a Level 1 professional development program. The trainings shall be consistent with state adopted academic content standards, curriculum frameworks, and adopted texts and shall incorporate the assessment of subject matter competency as outlined in the CDE's document California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings. For each type of training, at least 36 hours in the core subject for which the teacher is being certified is required to substantively address the subject matter content. (5 CCR 6100, 6105)~~

~~Teacher new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, on or after July 1, 2002. (5 CCR 6100)~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~
(continued)

~~Teacher not new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, before July 1, 2002. (5 CCR 6100)~~

~~Teacher Qualifications~~

~~To meet the teacher qualification requirements of the federal No Child Left Behind Act (NCLB), a teacher of a core academic subject shall meet all of the following conditions: (20 USC 6319, 7801; 34 CFR 200.55, 200.56, 300.18; 5 CCR 6101, 6104, 6105, 6110)~~

- ~~1. — Hold a bachelor's degree~~
- ~~2. — Hold a full credential or be currently enrolled in an approved intern program for less than three years~~

~~(cf. 4112.2 — Certification)
(cf. 4112.21 — Interns)~~

- ~~3. — Demonstrate subject matter competency in accordance with the applicable requirements below~~

~~(cf. 6171 — Title I Programs)~~

~~A teacher who holds a supplementary authorization or is employed on a local teaching assignment shall meet the teacher qualification requirements of NCLB if he/she holds a California teaching credential and has demonstrated subject matter competency for the grade span and subject matter taught. (5 CCR 6116)~~

~~A teacher shall not meet the teacher qualification requirements of NCLB if he/she is teaching with a short term staff permit, a provisional internship permit, or a state or local waiver for the grade or subject taught. (5 CCR 6115, 80021, 80021.1)~~

~~Demonstration of Subject Matter Competency~~

~~Subject matter competency shall be demonstrated in accordance with the following requirements based on the grade levels taught and the teacher's length of time in the profession:~~

- ~~1. — An elementary teacher who is new to the profession shall pass a validated statewide subject matter examination certified by the Commission on Teacher Credentialing (CTC). (5 CCR 6102)~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~
(continued)

2. ~~An elementary teacher who is not new to the profession shall complete one of the following: (5 CCR 6103-6104)~~
 - a. ~~A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes~~
 - b. ~~The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher~~
3. ~~A middle or high school teacher who is new to the profession shall pass or complete one of the following for every core academic subject currently assigned: (5 CCR 6111)~~
 - a. ~~A validated statewide subject matter examination certified by the CTC~~
 - b. ~~University subject matter program approved by the CTC~~
 - c. ~~Undergraduate major in the subject taught~~
 - d. ~~Graduate degree in the subject taught~~
 - e. ~~Coursework equivalent to the undergraduate major~~
4. ~~A middle or high school teacher who is not new to the profession shall pass or complete one of the following for every core subject assigned: (5 CCR 6112)~~
 - a. ~~A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes~~
 - b. ~~University subject matter program approved by the CTC~~
 - c. ~~Undergraduate major in the subject taught~~
 - d. ~~Graduate degree in the subject taught~~
 - e. ~~Coursework equivalent to the undergraduate major~~
 - f. ~~Advanced certification or credential, such as certification from the National Board for Professional Teaching Standards~~
 - g. ~~The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

5. ~~A middle or high school teacher in a hard to staff setting, as defined above, shall complete professional development for the subject matter verification process within three years of the date of assignment to such a setting. (5 CCR 6100, 6105)~~
- a. ~~If the teacher has fewer than 20 total or 10 upper division nonremedial college level semester units, or equivalent quarter units, in a core academic subject, he/she shall complete both Level 1 and Level 2 professional development courses as defined above.~~
- b. ~~If the teacher has fewer than 32 semester nonremedial college level units, but at least 20 total or 10 upper division nonremedial semester units, or the equivalent quarter units, in a core academic subject, he/she shall complete a Level 2 professional development course.~~

(cf. 4131 Staff Development)

6. ~~An elementary, middle, or high school special education teacher teaching multiple subjects exclusively to students with disabilities may either: (20 USC 1401; 34 CFR 300.18; 5 CCR 6111)~~
- a. ~~Meet the requirements above for teachers who are new or not new to the profession, as applicable~~
- b. ~~In the case of a new special education teacher who has demonstrated subject matter competency in mathematics, language arts, or science, demonstrate competency in the other core academic subject(s) he/she teaches through the HOUSSE no later than two years after the date of employment~~

Satisfaction of Requirements Outside District

~~A teacher who has been determined by another district in California to have met the teacher qualification requirements for the grade level and/or subject taught shall not be required to demonstrate again that he/she meets those requirements. (5 CCR 6120)~~

~~A teacher who has been determined to meet subject matter competency requirements outside of California shall be considered to have met those requirements for the particular subject and/or grade span in California. The date of issuance of a valid out of state credential shall be used to identify a teacher as new or not new to the profession. (5 CCR 6125)~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~
(continued)

~~A teacher prepared in a country other than the United States shall be considered to have met NCLB teaching requirements if he/she: (5 CCR 6126)~~

- ~~1. Holds a degree from a foreign college or university that is at least equivalent to a bachelor's degree offered by an American institution of higher education~~
- ~~2. Has completed a teacher preparation program that meets CTC requirements for out-of-country trained teachers~~
- ~~3. Demonstrates subject matter competency for the grade span and subjects taught through the same or equivalent processes and methods required of California teachers~~
- ~~4. Holds a California teaching credential~~

Certification of Compliance

~~All teachers teaching core academic subjects shall complete and sign a certificate of compliance with NCLB requirements and attach appropriate documentation. The Superintendent or designee shall verify the information and retain the signed original copy.~~

~~The principal of each school receiving Title I funds shall annually attest in writing as to whether the school is in compliance with NCLB requirements related to teacher qualifications. Copies of the attestation shall be maintained at the school and at the district office and shall be available to any member of the public upon request. (20 USC 6319)~~

District Plan for Highly Qualified Teachers

~~Within the Title I local educational agency plan, the Superintendent or designee shall develop a plan for ensuring that all teachers of core academic subjects will meet NCLB requirements in accordance with law. As part of this plan, the Superintendent or designee shall provide high quality professional development designed to enable teachers to meet NCLB requirements. (20 USC 6312, 6319)~~

Parental Notifications

~~At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to: (20 USC 6311)~~

- ~~1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~
(continued)

- ~~2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived~~
- ~~3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree~~
- ~~4. Whether the student is provided services by Paraeducators and, if so, their qualifications~~

~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

~~(cf. 4222 – Teacher Aides/Paraeducators)~~

~~(cf. 5145.6 – Parental Notifications)~~

~~In addition, the Superintendent or designee shall provide timely notice to individual parents/guardians of students attending a Title I school whenever their child has been assigned to or has been taught for four or more consecutive weeks by a teacher of a core academic subject who does not meet NCLB teacher qualification requirements. (20 USC 6311; 34 CFR 200.61)~~

~~The Superintendent or designee shall notify teachers, as appropriate, prior to distributing the above notice to parents/guardians.~~

~~The notice and information provided to parents/guardians shall be in an understandable and uniform format and, to the extent practicable, be provided in a language that the parents/guardians can understand. (20 USC 6311)~~

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: April 19, 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 _____

SECTION F: BOARD POLICIES 1ST Reading _____ X 2nd Reading _____

FIRST READING – REVISION TO AR 5142.1 – IDENTIFICATION AND REPORTING OF MISSING CHILDREN (Cline)

Revisions to AR 5142.1 are being proposed in order to update the communication process from fax to e-mail and also to accommodate position title changes. Added text is indicated by italicized font, and deletions are indicated by strikethrough font.

AR 5142.1 is presented herewith for the Board’s consideration.

FISCAL IMPACT

None.

RECOMMENDATION

None at this time. AR 5142.1 will be presented for second reading and adoption at the May 3, 2017 Board meeting.

ADDITIONAL MATERIAL

Attached: AR 5142.1 (3 pages)

IDENTIFICATION AND REPORTING OF MISSING CHILDREN

Notices of Missing Children

Every school shall post in an appropriate area the monthly poster on missing children provided by the Department of Justice (DOJ). For elementary schools, the poster shall be posted in an area restricted to adults. (Education Code 38139; Penal Code 14208)

If a law enforcement agency notifies the district that a child enrolled in the district has been reported missing, the principal or designee of the school in which the child is enrolled shall place a notice on the front of the child's school record indicating that he/she has been reported missing. If a school receives a record inquiry or request from any person or entity regarding a missing child about whom the school has been notified, the principal or designee shall immediately notify the law enforcement agency that informed the school of the missing child's status. (Education Code 49068.6)

(cf. 5125 - Student Records)

Reporting Missing Children

Any district employee who recognizes a child who has been reported missing through a DOJ notice, an Amber Alert, or other means shall immediately notify law enforcement using the hotline telephone number listed.

In the event that a district employee witnesses a child abduction, he/she shall immediately contact law enforcement and provide the agency with information on the location of the abduction and a description of the victim, the suspect, and any vehicle involved. He/she shall also notify the Superintendent or designee who shall implement steps, as needed, to ensure the safety of other students.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5142 - Safety)

Students Reported as Lost or Missing – Walking Students

1. After the parent/guardian notifies the school that a child is lost or missing, the school shall notify the site administrator and District Office. The District Office notification will be ~~faxed~~ *e-mailed* to the Superintendent, ~~Assistant Deputy Superintendent Business Services~~, Assistant Superintendent, Educational Services and the Assistant Superintendent, Human Resources.
2. The site administrator shall be the primary contact with the parent/guardian. He/she will:
 - a. Provide the parent and family with relevant information regarding the child's release from school.
 - b. Advise and provide assistance, e.g., contacting the Police Department.

IDENTIFICATION AND REPORTING OF MISSING CHILDREN (continued)

- c. Maintain contact with the parent/guardian until the student is found.
3. In the event that the site administrator is not available, a district office administrator shall assume the above stated responsibilities.

Students Reported as Lost or Missing – Transported Students

1. After the parent/guardian notifies the school that a child is lost or missing, the school shall notify the site administrator and the Transportation Department. The District Office notification shall be ~~faxed~~ *e-mailed* by the Transportation Department *or school site* to the Superintendent, ~~Assistant~~ *Deputy* Superintendent, Business Services, Assistant Superintendent, Educational Services and the Assistant Superintendent, Human Resources.
2. The site administrator shall be the primary contact with the parent/guardian
3. The police department will be notified as appropriate.

Fingerprinting Program

Students shall not be fingerprinted without parent/guardian consent. At the time of students' enrollment in the district, the Superintendent or designee shall notify the parents/guardians of the availability of the voluntary fingerprinting program and ask them to declare, in writing, whether or not they want their child to participate. At the same time, the Superintendent or designee shall notify parents/guardians in writing that they may reverse their declaration on fingerprinting in writing at any time. (Education Code 32390)

(cf. 5145.6 - Parental Notifications)

Parents/guardians of students who consent to the fingerprinting shall be charged a fee calculated to reimburse the district only for actual costs associated with the program. (Education Code 32390)

(cf. 3260 - Fees and Charges)

Fingerprint services shall be provided in accordance with the standards specified in 5 CCR 641.

Any report or document containing a student's fingerprints shall be given to the parents/guardians. It may be given with the child's report card or any other document routinely mailed to parents/guardians, or may be given in person at any parent-teacher conference. No report or document containing a student's fingerprints shall be kept by the district or given to any other private or public entity. (Education Code 32390)

(cf. 5022 - Student and Family Privacy Rights)

IDENTIFICATION AND REPORTING OF MISSING CHILDREN (continued)

Legal Reference:

EDUCATION CODE

32390 *Voluntary program for fingerprinting students*

38139 *Posting of information about missing children*

48980 *Parental notification of district programs, rights and responsibilities*

49068.5-49068.6 *Missing children; transfers*

49370 *Legislative intent re: reporting of missing children*

PENAL CODE

14200-14213 *Violent crime information center*

CODE OF REGULATIONS, TITLE 5

640-641 *Student fingerprinting program*

Management Resources:

WEB SITES

California Department of Justice, Missing Persons: <http://oag.ca.gov/missing>

California Highway Patrol, Amber Alert: <http://www.chp.ca.gov/amber>

National Center for Missing and Exploited Children: <http://www.missingkids.com>



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.”