

# 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 #10**  
**REGULAR BOARD MEETING**  
**Wednesday, February 1, 2017**  
**5:00 p.m. – Study Session**  
**Closed Session To Follow**  
**7:00 PM - Regular Board Meeting**

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

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

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

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

OPIE TV – Channel 20 &  
Verizon FIOS - Channel 37



**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. Edd Bond, Principal at Haydock Academy of Arts & Sciences, will introduce a student, 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 by students from Haydock Academy of Arts & Sciences in English and in Spanish.

***A.4 Presentation by Haydock Academy of Arts & Science***

Dr. Edd Bond will provide a short presentation to the Board regarding Haydock Academy of Arts & Sciences. 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 Haydock 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 – Presentation of School Site Support Personnel (Freeman/Ridge)***

The Board of Trustees will receive a presentation regarding school site support personnel from the Assistant Superintendent, Educational Services and the Director of Pupil Services.

***A.8 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.***

***A.9 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: 2 cases
    - Office of Administrative Services Case Nos.: 2016100075 and 2016100073

**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.9 Closed Session (continued)***

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2. 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
  
3. 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.
  
4. 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) Evaluation:
    - Deputy/Assistant Superintendents

***A.10 Reconvene to Open Session*** **7:00 PM**

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***A.11 Report Out of Closed Session***

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

***A.12 Recognition of Oxnard School District’s Million Word Readers (Freeman/Curtis)***

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

***A.13 Recognition of Driscoll’s and Berry Pack on Behalf of Migrant Families (Freeman/Thomas)***

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It is recommended that the Board of Trustees accept the donations from Driscoll’s and Berry Pack to the Migrant Families in the Oxnard School District.

***A.14 Resolution #16-21 Recognition of Counselors and ORCs (Freeman/Ridge)***

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The Board of Trustees will adopt and present Resolution #16-21 In Recognition of National School Counseling Week, February 6-10, 2017.

**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.15 Report on Foundation for Increased Student Achievement (Freeman)***

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The Board of Trustees will receive a report on Foundation for Increased Student Achievement.

***A.16 Presentation on McKinna School's Apple Research (Freeman/Jenks)***

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The Board of Trustees will receive a presentation on McKinna School's Apple Research.

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

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

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

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

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

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

**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 Agreements

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

#### **Enrichment:**

- #16-226 with MB Hanrahan, to provide Fremont Academy of Environmental Science and Innovative Design with a mural that represents the academy focus of Science, Technology, Art, Engineering, and Math (STEAM) as part of the school’s rebranding efforts; amount not to exceed \$2,500.00, to be paid with Donation Funds; Freeman/  
Brisbine

#### **Special Education:**

- Amendment #1 to Agreement #16-71 with STAR of CA, ERA ED, to provide additional classroom support and 1 to 1 behavior therapists for identified students for the 2016-2017 school year; Amendment #1 is for \$60,000.00, original contract was for \$120,000.00, for a total cost of \$180,000.00; to be paid with Special Education Funds; Freeman/  
Sugden

#### **Facilities:**

- #16-207 with SitesPacific, Inc., to provide Land Use Consulting Services related to the acquisition and annexation of the Doris/Patterson site; not to exceed fee of \$50,000.00, to be paid with Measure “R” Bond Funds. Dr. Morales/  
Cline/  
CFW, Inc.

### C.2 Ratification of Agreement:

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

#### **Support Services:**

- Amendment #1 to Agreement #16-94 with Angeles Small, to provide additional professional translation services on the English Learner Master Plan; Amendment #1 is for \$500.00, original contract was for \$3,900.00, for a total cost of \$4,400.00, to be paid with Title I Funds. Freeman

### C.3 Clear Administrative Services Credential (CASC) Program Mentor Stipend

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve a \$2,000.00 annual stipend for mentor principals participating in the CASC program. Dept/School  
Vaca

### C.4 Disclosure Of Collective Bargaining Agreement With OSSA

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Oxnard Support Services Association (OSSA), as presented. Dept/School  
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.5 Ratification of Change Order #1 to Bid #16-INF-02 ESC Lobby Remodel Project With GRD Construction***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services, and the Director of Facilities that the Board of Trustees ratify Change Order #1 to Bid #16-INF-02 with GRD Construction in the amount of \$7,787.00; the original price was \$149,270.00. This Change Order will result in a net change of 5.2% and also extends the final completion of the project by twenty-two (22) calendar days.</p>	<p>Dept/School Cline/ Fateh</p>
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***C.6 Ratification Of Supplemental WAL #001 To WAL #002 With Rincon Consultants Inc., For Soil Investigation Services For The Elm Reconstruction Project***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Supplemental WAL #001 to WAL #002 with Rincon Consultants, Inc., to provide soil investigation services for the Elm Reconstruction Project; amount not to exceed \$3,161.00, to be paid with Measure "R" Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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***C.7 Ratification of Change Order No. 002 To the Construction Services Agreement #15-198 With Swinerton Builders For The Lemonwood K-8 School Reconstruction***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 002 to the Construction Services Agreement #15-198 with Swinerton Builders, to provide construction services related to the Lemonwood Reconstruction Project; amount not to exceed \$13,234.17, to be paid with Measure "R" Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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***C.8 Ratification of Change Order No. 002 To Bid #16-INF-01 With Fence Factory For The Harrington School Fence Project 2016***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 002 to Bid #16-INF-01 with Fence Factory for the Harrington School Fence Project 2016; amount not to exceed \$3,951.14, to be paid with Measure "R" Bond Funds.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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***C.9 Approve Request to Attend Out-of-State School Sites – Chicago, Illinois***

<p>It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Programs, that the Board of Trustees approve request for Ms. Robin Freeman, Assistant Superintendent, Educational Services, Dr. Ana DeGenna, Director of Dual Language Programs, and the following seven Principals (Brasilia Perez – Chavez, Kelly Castillo – Curren, Carol Flores Beck – Driffill, Leticia Ramos – Elm, Christine McDaniels – Kamala, Sally Wennes – Lemonwood, and Aracely Fox - Soria, of the Dual Language Schools to visit Mundelein School District and Woodstock School District in Chicago, Illinois; to observe the implementation of the Teaching for Biliteracy Framework, on February 26, 2017 through March 1, 2017; not to exceed \$20,000.00 in airfare, ground travel, lodging and meals; to be paid from Allocated General Funds – LCFE - Bilingual Funds.</p>	<p>Dept/School Freeman/ DeGenna</p>
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**



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

(continued)

***C.10 Approval of Contractor Contingency Allocation No. 003 For A Credit To The Lemonwood E.S. Reconstruction Project's Contractor Contingency For A Reduction Of Cost For Additional Work Associated with the Project***

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 CREDIT derived from Contractor Contingency Allocation No. 003 to the Construction Services Agreement #15-198 with Swinerton Builders, for a net reduction of cost associated with additional items of work related to the Lemonwood Elementary School Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.	Dept/School Dr. Morales/ Cline/ CFW, Inc.
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Contractor Contingency Allocation No. 003 will be a CREDIT to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$1,829.62. The Contractor Contingency is included within the approved total of the Construction Service Agreement for the project; the remaining Contractor Contingency balance after Allocation No. 003 will be \$617,925.22.

***C.11 Approval of Job Duties for New Classification (Job Description) – Transportation Driver***

It is recommended that the Board of Trustees consider and approve the attached job duties of Transportation Driver.	Dept/School Koch
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***C.12 Approval of Job Duties & Salary Allocation for New Classification (Job Description) Senior Manager – Maintenance & Operations***

It is recommended that the Board of Trustees consider and approve the attached job duties and recommended salary allocation for Senior Manager, Maintenance & Operations, so that a new classification can be formally established.	Dept/School Koch
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***C.13 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.14 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 Approval Of The Oxnard School District's and The Oxnard Supportive Services Association's Tentative Agreement For The 2016-2017 Collective Bargaining Agreement (Vaca)***

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the Tentative Agreement for the 2016-2017 Collective Bargaining Agreement Between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

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

**ROLL CALL VOTE:**

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

***D.2 Approval of Dispersal No. 002 From The Lemonwood E.S. Reconstruction Project's Contractor Contingency For Payment Of Additional Work Associated With The Project (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 Contingency Allocation No. 002 to the Construction Services Agreement #15-198 with Swinerton Builders, for additional items of work related to the Lemonwood Elementary School Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.

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

Contractor Contingency Allocation No. 002 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$90,740.86. The Contractor Contingency is included within the approved total of the Construction Services Agreement for the project; the remaining Contractor Contingency balance after Allocation No. 002 will be \$616,095.60.

**ROLL CALL VOTE:**

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

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

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

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

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

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

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

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

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

New BP 3470	Business and Noninstructional Operations DEBT ISSUANCE AND MANAGEMENT	Cline
Revision BP and AR 5117	Students INTERDISTRICT ATTENDANCE	Freeman/ Ridge

**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)*

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

Notes:

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

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

Notes:

***G.3 ADJOURNMENT***

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Moved:  
Seconded:  
Vote:

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

## BOARD AGENDA ITEM

**Name of Contributor:** Robin I. Freeman

**Date of Meeting:** 2/1/17

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

### **Presentation of School Site Support Personnel (Freeman/Ridge)**

Oxnard School District has made a significant commitment to serving the broad needs of our students and community with the inclusion of School Counselors and Outreach Specialists at every school site. These support staff positions play a critical role in meeting the health and welfare of our students, and they are a key component to the academic success of our students. School Counselors work to address the social / emotional and mental health needs of our students, while the Outreach Specialists work to support health, wellness and the larger needs of our families.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the above mentioned presentation.

#### **ADDITIONAL MATERIAL:**

Attached: Power Point

# Educating the Whole Child

The Important Role of Support Staff  
in Our Schools and Community

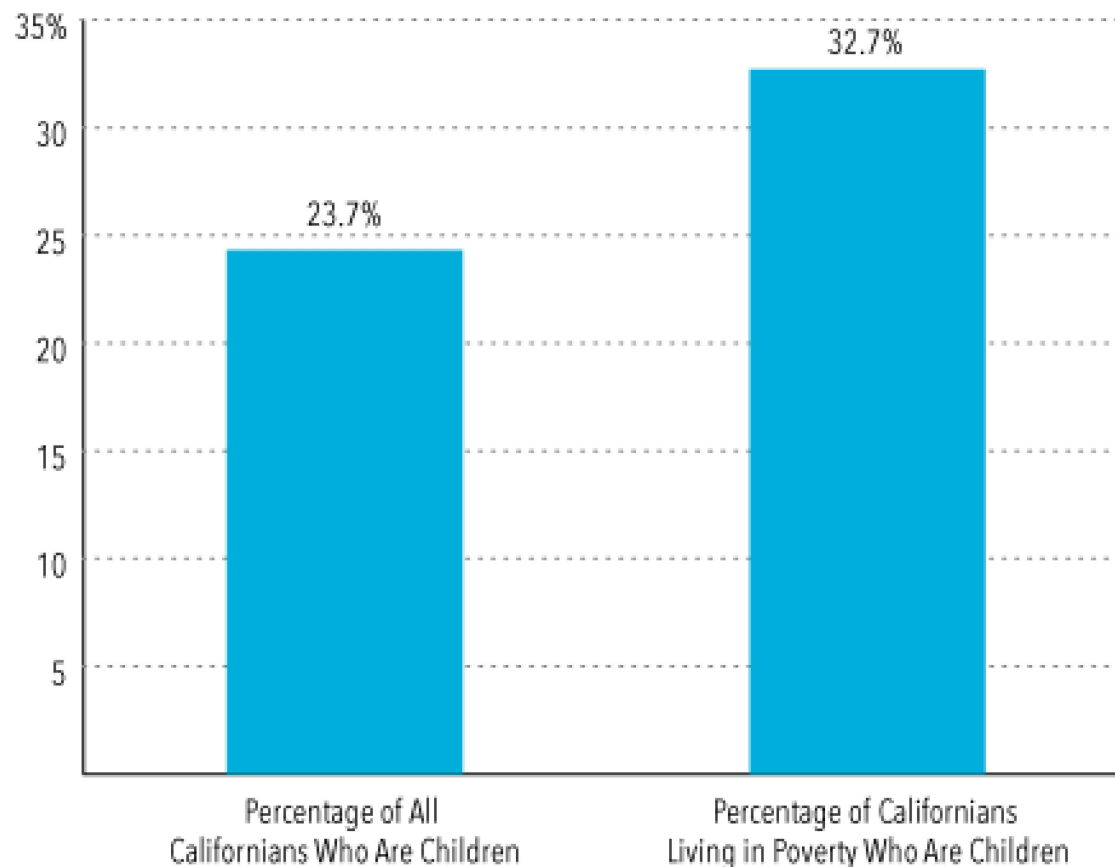
# Barriers to Success

- Poverty
- Homelessness
- Foster Youth
- Lack of food / Poor Diet
- Mental health issues
- Domestic Violence
- Child Abuse
- Gangs
- Lack of Access to Health Care
- Victims of Crime
- Incarceration
- Transiency
- Language / Culture
- Chronic Truancy
- Alcohol and Other Drugs



# Children Comprise a Disproportionate Share of Californians Living in Poverty

Percentage of Californians, 2014



Source: US Census Bureau



California Budget  
& Policy Center  
*Independent Analysis. Shared Prosperity.*

# In Oxnard School District....

89% of students are  
Socio-Economically  
Disadvantaged

*That is 15,924  
students.*



# Learning

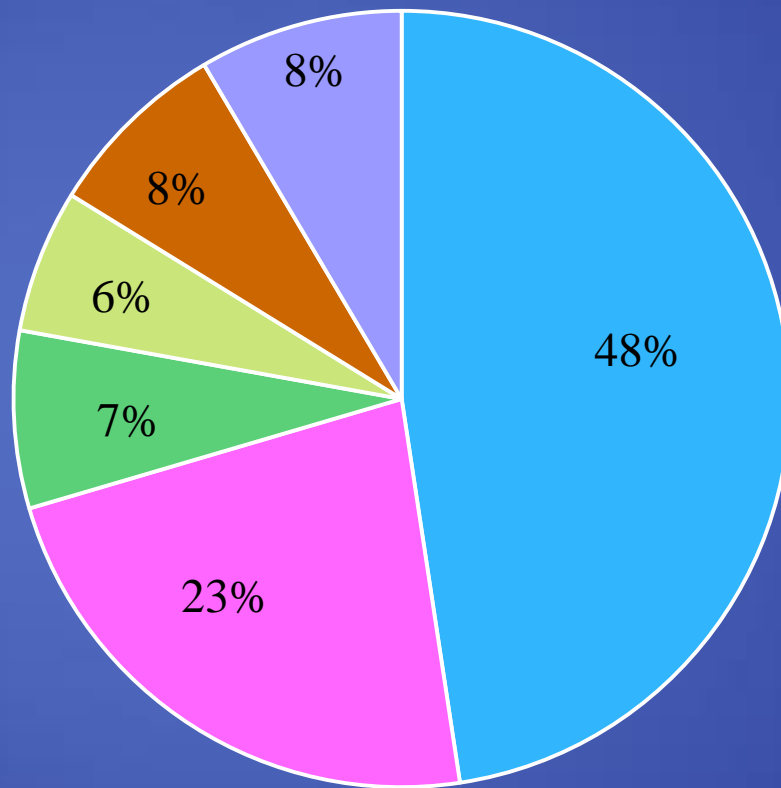


DONNELLY

# The Role of the Counselor

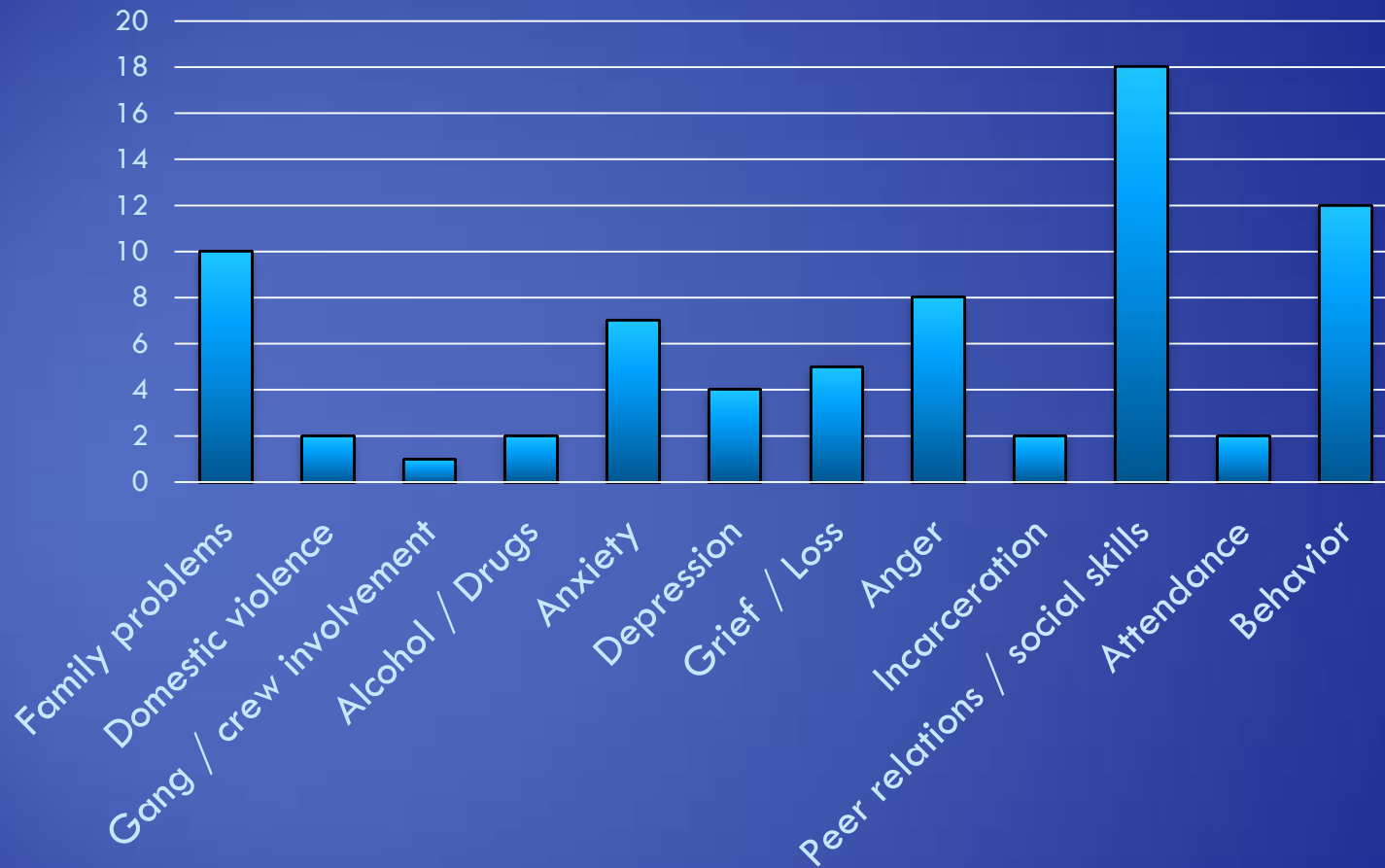
- Crisis Intervention
- Teaching Social Skills
- One-on-one counseling
- Group counseling
- Supporting teachers in class
- Behavior support
- Grief counseling
- Attendance support
- Alcohol and Other Drugs
- Gang / Crew involvement
- Abuse / Violence
- Positive Recognition
- Peer mediation
- Home visits
- Mental Health – depression, anxiety, anger

# Time Spent by Counselors



- One-on-One
- Group
- Home Visit/  
Parent Contact
- Classroom  
Observation
- Referral to  
Outside  
Agency
- Crisis  
Intervention

# Concerns Addressed by Counselors



# The Role of the Outreach Specialist

- Attendance Support
- Student Success Team
- Social Services
- Housing
- Food
- Clothing
- Parenting Classes
- Academic Supports
- Behavior Supports
- Community Education
- Celebrations / Holidays
- Positive Recognition
- Transition Support
- Domestic Violence
- Community Resources
- Home visits

# Average Month for our Outreach Specialists (District-Wide)

	Number of Student Contacts
Homeless / Foster / Migrant	246
CoST / SST Meetings	205
Attendance Mediation	225
Medical / Dental	177
Student Concerns	609
Family Needs	492
Total Student Served	828



# Brekke



Marissa Mejia and Ashleigh Arias

# Chavez



TERESA & YOLANDA

DYNAMIC DUO



Teresa Silvas and Yolanda Gonzalez

# Curren



Angie Lara and Gaby Torres

# Driffill



Marisela Guillèn and Monica Arias-Malgoza

# Elm



Veronica Garcia and Maritza Perez-Gutierrez

# Frank



Amber Perguson, Brenda Estrada (El Lobo), Angelica Fuentes

# Fremont



Viridiana Rodriguez, Blake Berriochoa and Jazmin Garcia-Clark

# Harrington



Irene Zavala and Hugo Alcala



# Haydock



Kimberlee Ramirez, Janet Piña and Monica Garcia-Napoles

# Kamala



Wendy Martinez and Claudia Jimenez (not pictured)

# Lemonwood



Alejandra Valencia and Elizabeth Cervantes

# Marina West



Chari Farias and Reyna Moreno

# Marshall



Kerryann Magner-Varela and Edgar Fraire

# McAuliffe



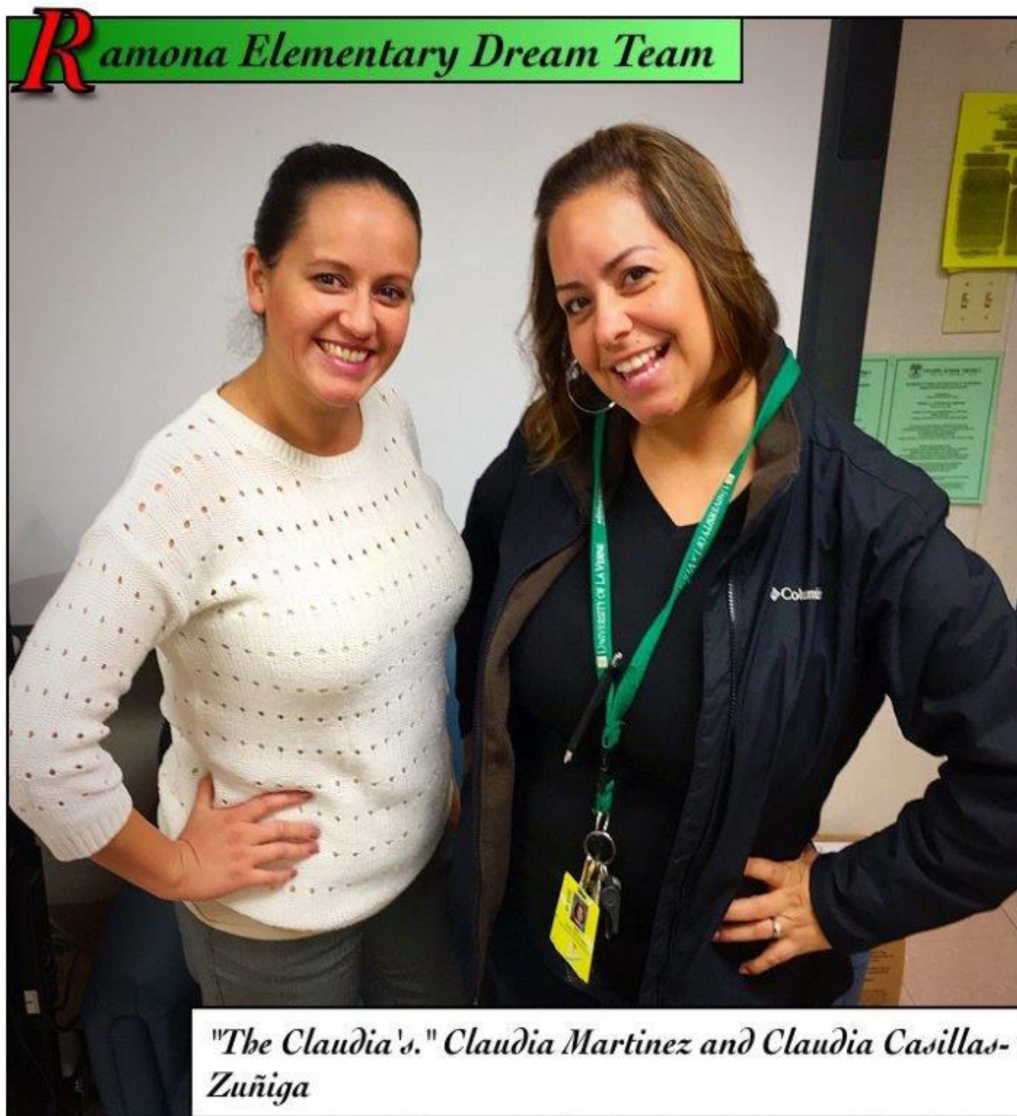
Adriana Herrera and Rochelle Rodriguez

# McKinna



Petula Rodriguez and Helen Salgado

# Ramona





# Ritchen



Stephanie Almstrom and Leticia Berrera

# Rose



Mayra Perez and Raquel Rodriguez

# Sierra Linda



Susana Luna-Gamez and Elva Lopez

# Soria



Maritza Loya and Maria Magaña

# District Office



Diane Mize, Amy Washington and Alfredo Gutierrez

If you can help a child,  
you don't have to spend  
years repairing an adult



OSD BOARD AGENDA ITEM

**Name of Contributor: Robin I. Freeman**

**Date of Meeting: 2/1/17**

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

**Recognition for Driscoll's and Berry Pack on behalf of Migrant Families (Freeman/Thomas)**

In December, volunteers from Driscoll's Philanthropy Team conducted their annual basket and blanket giveaway for Migrant Families across the Oxnard School District. They put together baskets of food, a gift card, and blankets that were then distributed to families in need. Teams worked together from the following companies to make this possible: Driscoll's, Berry Pack and Vallarta Supermarket. We would like to acknowledge the hard work of Moises Hurtado from Driscoll's and Jose Romero from J & E. They worked closely with the Educational Services Department and it is their perseverance and hard work which makes this event a success each year.

In addition, current district employees Celia Gonzales, Rosaelia Ambriz and retired district employee Clara Ramos spent many volunteer hours assisting with the project.

We appreciate all the volunteers for their dedication and support to the Oxnard community.

**RATIONALE:**

That recognition is given to the donors for their commitment and dedication to our community.

**FISCAL IMPACT:**

- \$13,000 was donated by Driscoll's
- \$5,000 was donated by Berry Pack for 200 food baskets and 400 blankets.

**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 accepts the donations as outlined above.

**ATTACHMENTS:** None

## BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 2/1/17

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-1: PRELIMINARY \_\_\_\_\_

  X  

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 E: APPROVAL OF MINUTES \_\_\_\_\_

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

**TITLE:** Adoption and Presentation of Resolution #16-21 for National School Counseling Week, February 6-10, 2017 (Freeman/Ridge)

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The American School Counselor Association (ASCA) has recognized February 6-10, 2017 as National School Counseling Week, "Helping Students Realize Their Potential."

The District recognizes school counselors for the tremendous impact they have in helping students achieve school success and plan for a career.

School counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and school counselors help parents focus on ways to further the educational, personal and social growth of their children.

School counselors seek to identify and utilize communication resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society.

### FISCAL IMPACT

None

### RECOMMENDATION

It is the recommendation of the of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Adoption and Presentation of Resolution #16-21, in recognition of February 6-10, 2017 as National School Counseling Week.

### ADDITIONAL MATERIAL

Attached: Resolution (1 page)





**RESOLUTION NO. 16-21  
ONARD SCHOOL DISTRICT  
BOARD OF TRUSTEES**

***National School Counseling Week  
February 6-10, 2017***

*“School Counseling: Helping Students Realize Their Potential”*

**WHEREAS**, school counselors are employed in public and private schools to help students reach their full potential; and

**WHEREAS**, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

**WHEREAS**, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

**WHEREAS**, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves, and

**WHEREAS**, school counselors seek to identify and utilize communication resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society, and

**WHEREAS**, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District proclaims the week of February 6-10, 2017, as *National School Counseling Week*, and encourages staff and the community at large to celebrate the important contributions of this vital profession.

**BE IT FURTHER RESOLVED** that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding School Counselors in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 1<sup>st</sup> day of February 2017.

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

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

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

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

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

OSD BOARD AGENDA ITEM

**Name of Contributor: Robin I. Freeman**

**Date of Meeting: 2/1/17**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report   X
- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Foundation for Increased Student Achievement (Freeman)**

---

Educational Services has developed focus areas for improving reading achievement at all grade levels. This presentation will review those areas of focus in teaching and learning that have been completed and those planned for the remainder of the 2016-17 school year.

**FISCAL IMPACT:**

Professional development is being funded through LCFF, Title I, Title II and Title III.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees accept this report as presented.

**ADDITIONAL MATERIAL:**

PowerPoint

# Teaching & Learning for Reading Achievement Update

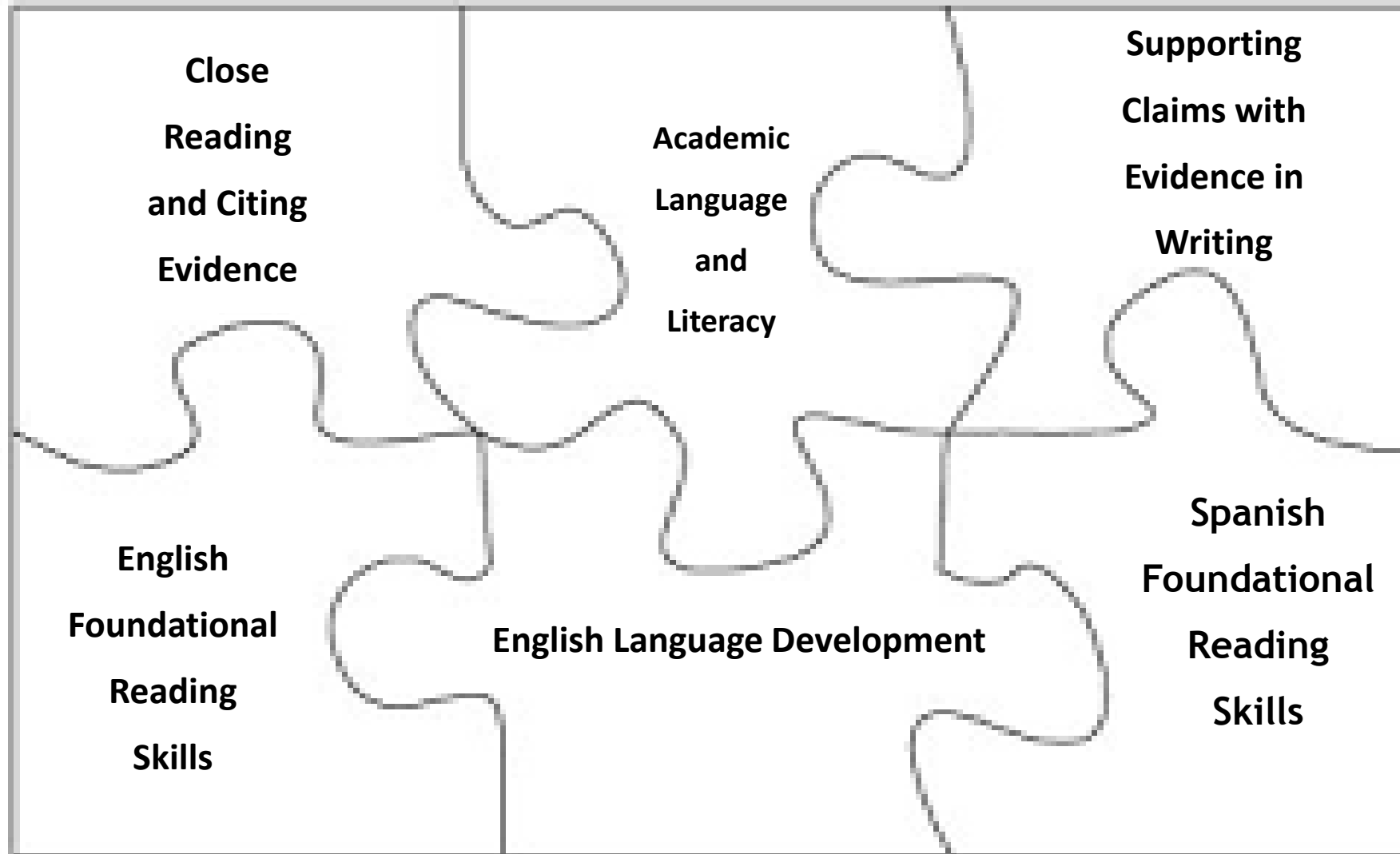
Oxnard School District

February 1, 2017

# Background

- ▶ Students reading below grade level
- ▶ Enhancing reading instruction for all students

# What will we do?



# Foundational Skills Workshops TK - 2

- ▶ Professional Development provided through Ventura County Office of Education
- ▶ Workshops held for Teachers and Principals
- ▶ Goal to review reading skills and standards and identify engaging activities to reinforce skills

# Foundational Skills Workshops TK - 2

- ▶ Almost 300 teachers have participated in the training: SEI, EO, TBE, DLI
- ▶ Collaborated on which strategies to try and where to embed them in their lessons

# Foundational Skills Workshops 3 - 5

- ▶ Two of seven sessions completed
- ▶ How to fill gaps for students
- ▶ 200 teachers will be trained



# Foundational Skills in Spanish

- ▶ Workshops are scheduled
- ▶ Teachers will be trained

# Additional Training in Spanish Literacy

- ▶ TBE

- ▶ DLI for Biliteracy

# Support for ELD

- ▶ EL TOSAs are assigned to school sites
- ▶ Services include model lessons, coaching support, recommendations for groups

# Close Reading and Writing

- ▶ New ELA/ELD materials include regular opportunities for both
- ▶ Additional training is scheduled for teachers based on program and topic:
  - ▶ ELD
  - ▶ Assessments
  - ▶ Technology

# Goal

Increase reading achievement

▶ Measured by:

▶ Reading Proficiency

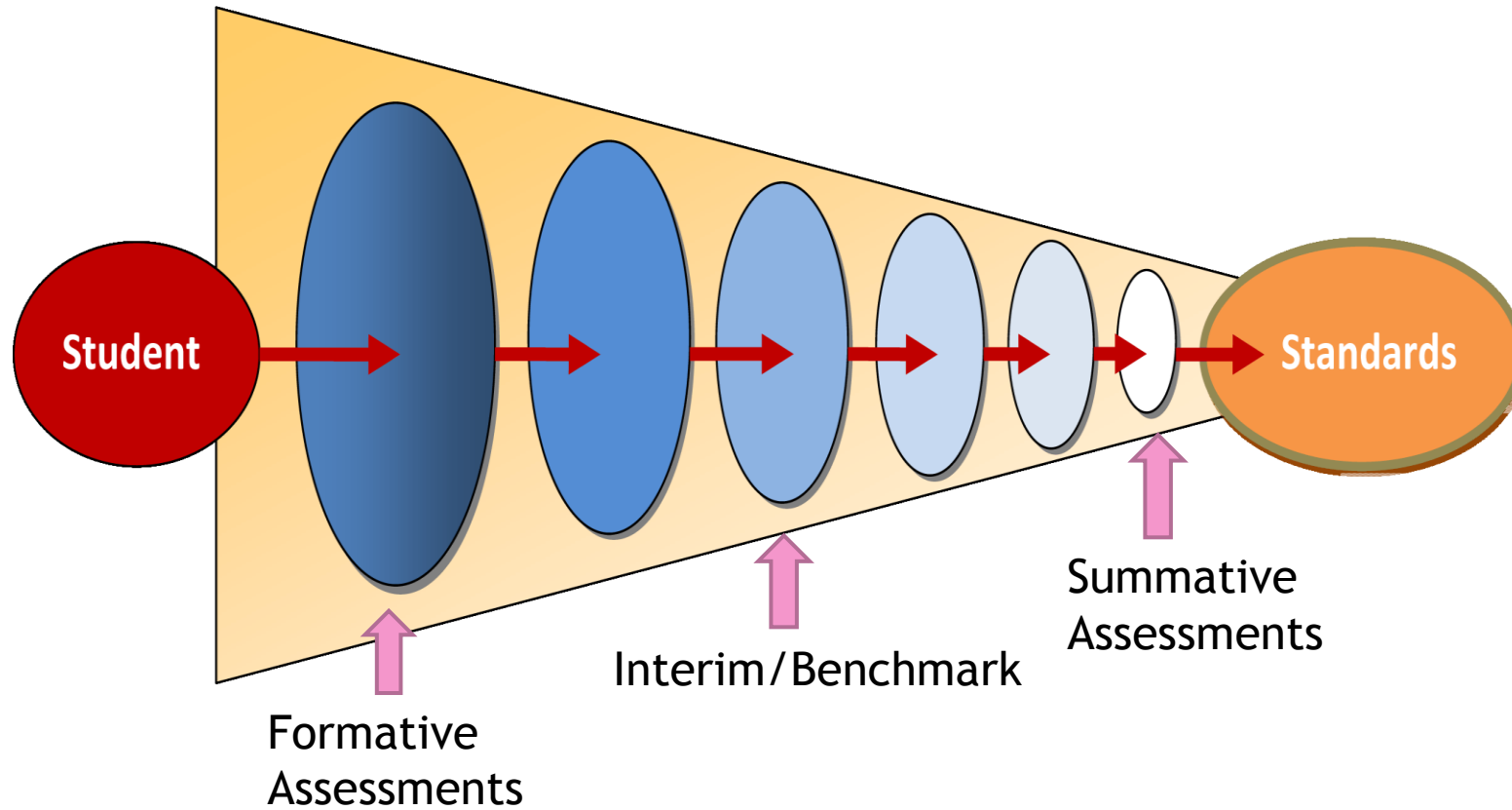
▶ STAR 360 (interim)

▶ Language Proficiency

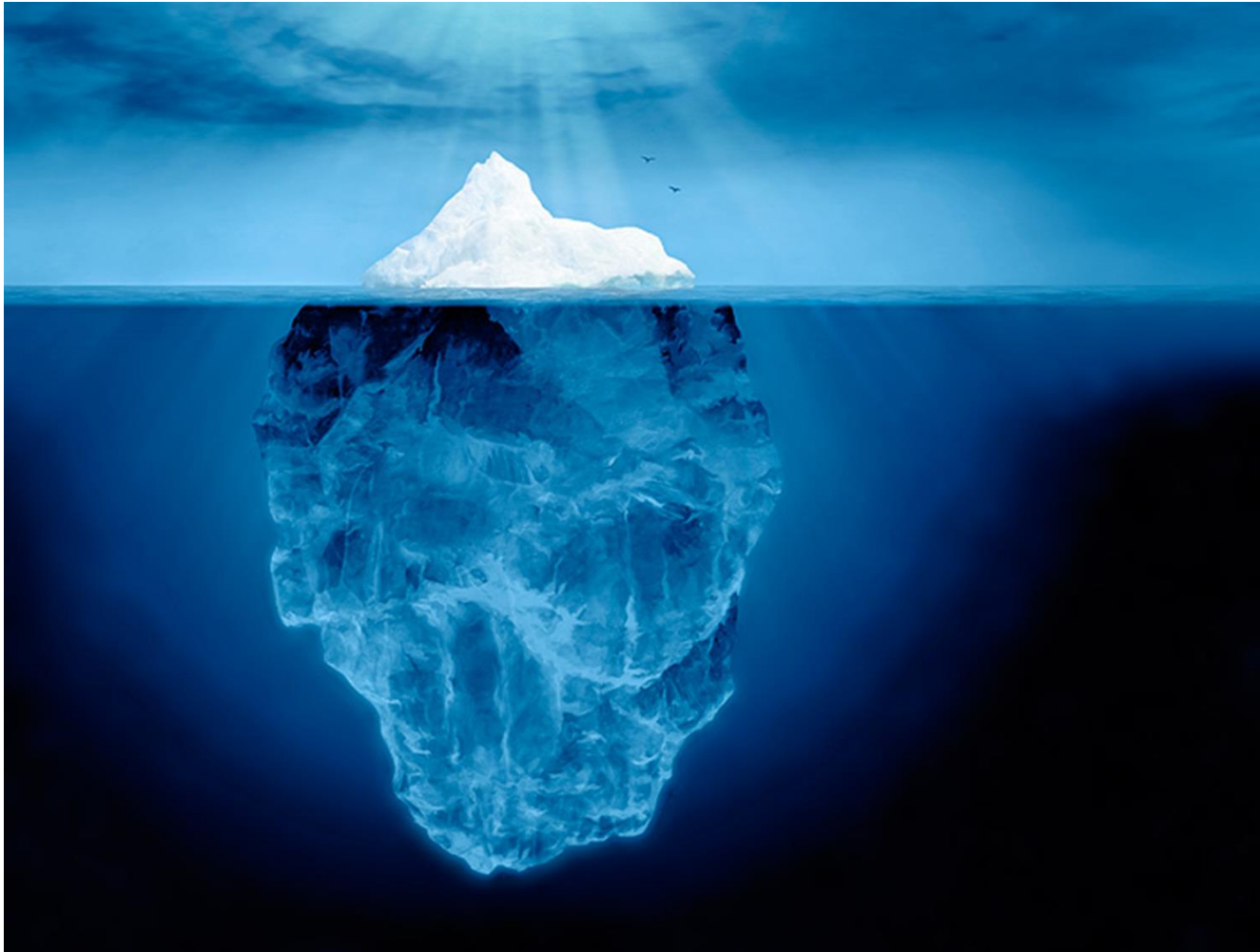
▶ IPT (interim)

▶ CAASPP performance (summative)

# The Big Picture



# Tip of the Iceberg



# Learning More About the CAASPP

- ▶ Professional Development for Administrators
- ▶ Sharing information with teachers at sites



# Students are College and Career Ready



OSD BOARD AGENDA ITEM

**Name of Contributor: Robin I. Freeman**

**Date of Meeting: 2/1/17**

- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

Presentation on McKinna School's Apple Research (Freeman/Jenks)

McKinna Elementary School has been designated an Apple Distinguished School. Over the past year, a group of teachers and students have participated in an action research study designed to measure improvement in mathematical reasoning skills and English language development through the use of an iPad application. Principal Anne Jenks, and Dr. Andrea Pulido, McKinna teacher, will share the study and the results, which were presented to the Apple Education Team in Cupertino, CA on January 11, 2017.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

None

**ADDITIONAL MATERIAL:**

Power Point

# Improving Math Reasoning and English Language Development Using Mobile Technology

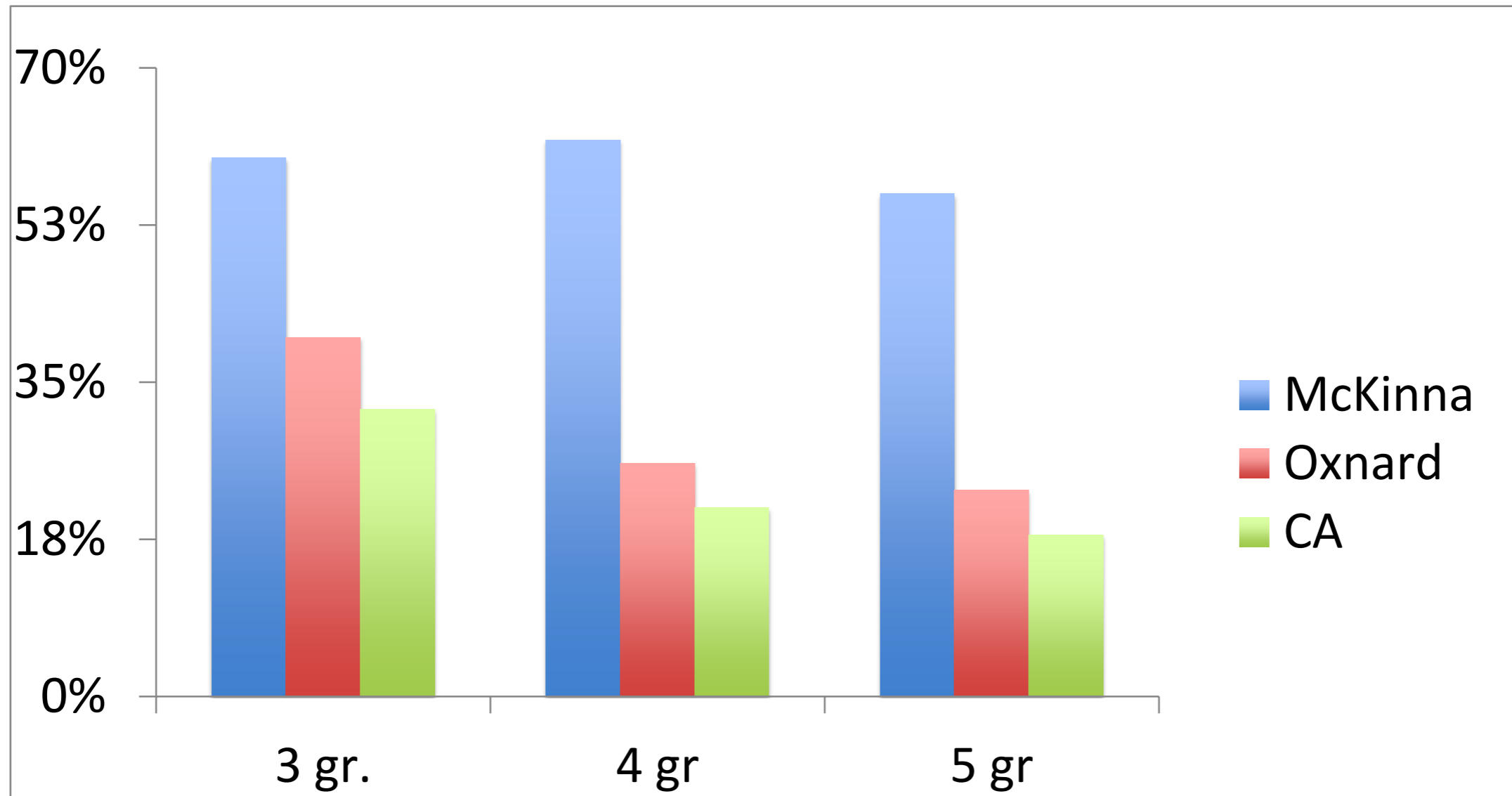
McKinna Elementary School



# McKinna Elementary

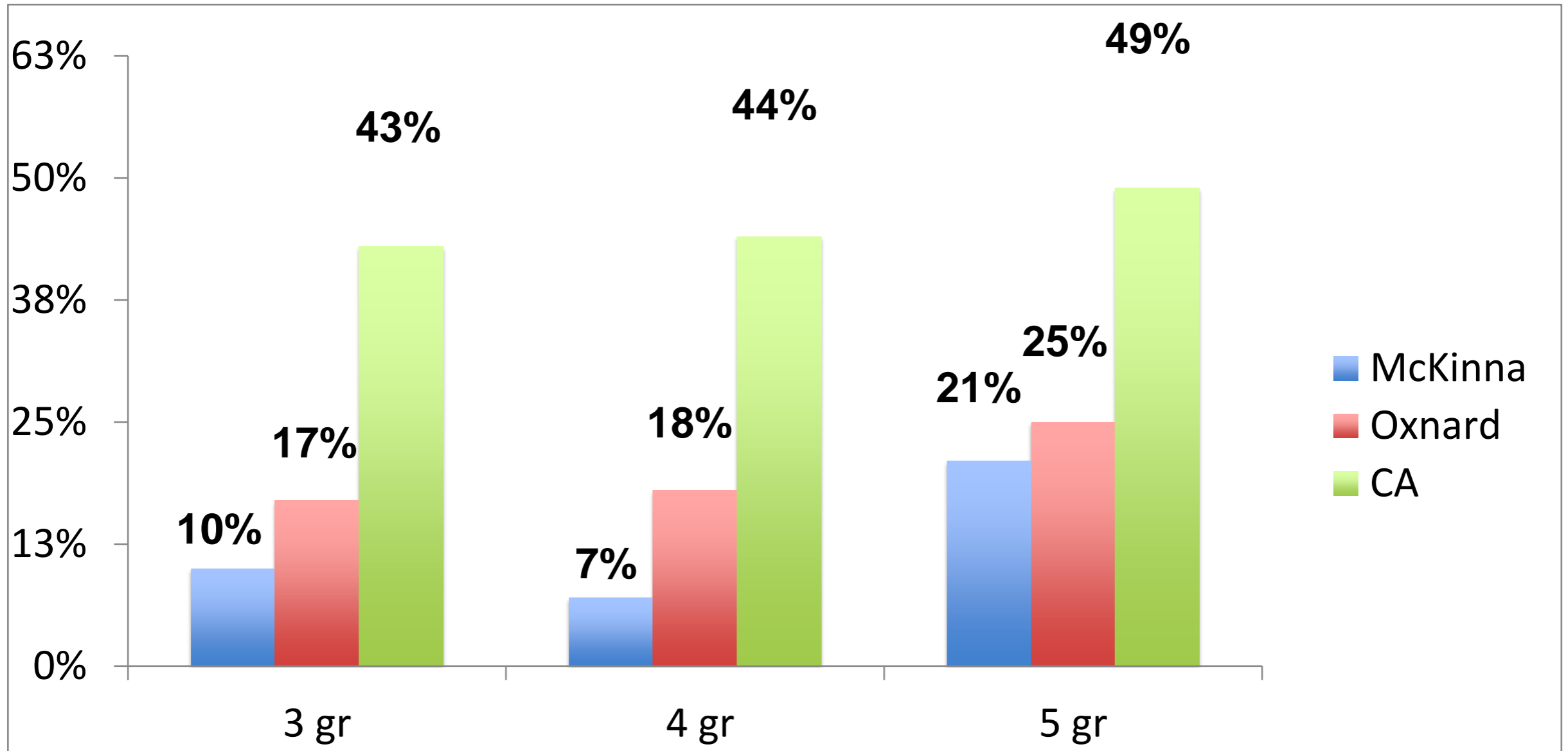
Oxnard School District, Oxnard, CA

# Students with Limited Proficiency

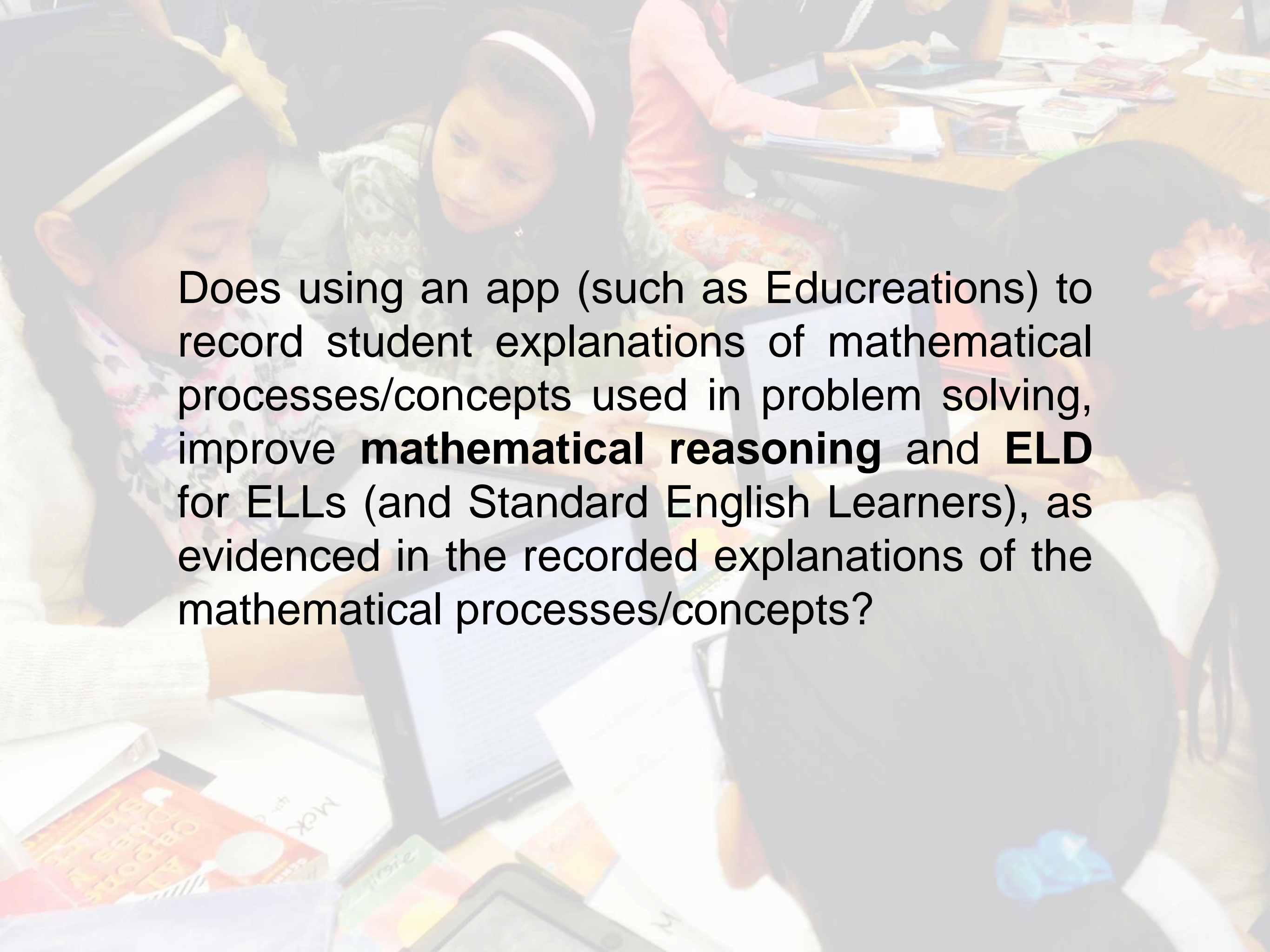


Percent of English Learners  
at Beginning and Intermediate Levels

# Students Proficient in Math



Percent of Students  
Who Met or Exceeded Standards

A group of students are gathered around a table in a classroom. They are looking at a tablet and papers. One student is pointing at the tablet. There are books and papers on the table. The background shows other students working at tables.

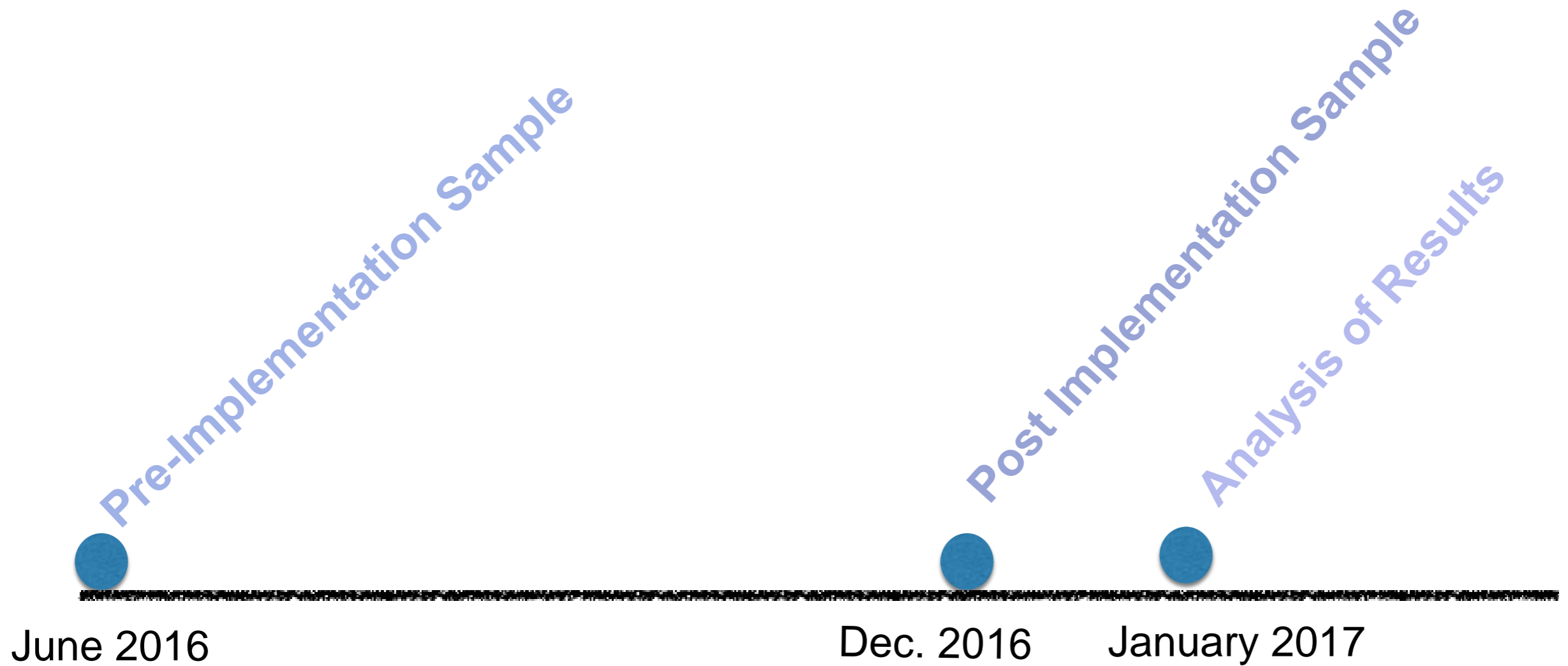
Does using an app (such as Educreations) to record student explanations of mathematical processes/concepts used in problem solving, improve **mathematical reasoning** and **ELD** for ELLs (and Standard English Learners), as evidenced in the recorded explanations of the mathematical processes/concepts?

# Participants





# Timeline



# Mathematical Reasoning

Overall increase in a variety of methods



<https://creativecommons.org/licenses/by/2.0/legalcode>

<https://www.flickr.com/photos/acidwashphotography/with/2967752733/>

# English Language Development

Coding for English Language Development and Mathematical Reasoning using apps/technology

3<sup>rd</sup> grade – Transitional Bilingual Education (TBE): Average Occurrences per Student

	Math Vocab/ Terms	Academic Vocab	Correct Complete Sentences (grammar)	Correct Complete Complex Sentences (grammar)	Incomplete Sentences	Incorrect Sentences (grammar)	Incorrect Phrases (grammar)	Incorrect Use of Forms (nouns, verbs, etc.)	Incorrect Use of Math Terms
June 2016	.95	.79	.84	.63	.16	1.00	.05	.11	0.0
Dec 2016	2.60	2.92	5.72	1.80	1.16	.52	.25	.80	.04
Increase+/ Decrease-	+1.65	+2.13	+4.88	+1.17	+1.00	-.48	+.20	+.69	+.04
Ratio of Change	<b>+2.7X</b>	<b>+3.7X</b>	<b>+6.8X</b>	<b>+2.8X</b>	+7.25X	-1.9X	+5.0X	+.14	+.04
Comments	Large increases in production of complete sentences; increase in Incomplete sentences and phrases show increased attempts to speak English and explain mathematical concepts and procedures								

$$\begin{array}{r} 105 \\ + 125 \\ \hline 230 \end{array}$$



Yes, it is reasonable because the baker put 8 in the cakes.

# Persistence



“It’s not that I am so smart, it’s just that I stay with problems longer. “

Albert Einstein.

Virginia State Parks Staff

<https://commons.wikimedia.org/wiki/Category:CC-BY-2.0>

# Insights

Students need to:

- read closely and understand the problem
- visually and precisely organize their work

# Insights

Teachers need to review recordings to:

- examine patterns of errors
- identify successful strategies

# What's Next?



Report Out



Professional  
Development



Continue Instructional  
Cycles



# For more information:

Robin Freeman, Assistant Superintendent  
[rfreeman@oxnardsd.org](mailto:rfreeman@oxnardsd.org)

Anne Jenks, Principal, Dennis McKinna School  
[ajenks@oxnardsd.org](mailto:ajenks@oxnardsd.org)

Andrea Pulido, Extra Support Teacher, Dennis McKinna School  
[apulido@oxnardsd.org](mailto:apulido@oxnardsd.org)

## OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/1/17

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

### Approval of Agreement #16-226 – MB Hanrahan (Freeman/Brisbine)

Fremont Academy of Environmental Science & Innovative Design is transitioning to a STEAM academy with a focus on the environmental sciences and innovative design. Part of this transition includes rebranding our school to reflect our new academy focuses. STEAM refers to the acronyms for Science, Technology, Art, Engineering, and Math which our Academy is promoting as part of our focus and is essential that we have artwork as part of our physical campus. This would include a prominent mural that can be viewed in the campus cafeteria. This mural, designed and created by a local artist, would help associate our school as a STEAM Academy school. The following table shows the application statements and Fremont Academy of Environmental Science & Innovative Design deliverables that we are expected to deliver as specified in the grant that relate to our arts program and recruitment efforts:

Grant Application Statements	Fremont Deliverables
Create a culture of STEAM and academy focus.	Brand the school to reflect and promote academy focus.
Implement academy focus at each school site.	Make the academy focus visible to staff, students and visitors.

The mural will be designed and created by MB Hanrahan. MB Hanrahan will provide Fremont Academy of Environmental Science & Innovative Design with a preliminary sketch of the mural. After the sketch has been approved by the Oxnard School Board, she will purchase the supplies necessary to complete this mural (excluding the purchase of the graffiti protector, which will be provided by the District). The cost of the mural includes labor costs, supplies, including the paint, marine density plywood paneling, labor for the placement of the graffiti protector, and transportation of the mural to the school site on an agreed upon date between MB Hanrahan and Fremont Academy of Environmental Science & Innovative Design. Once the mural has been delivered to the Fremont campus, and graffiti protector put on the mural, the mural will be installed in the Fremont cafeteria by the Oxnard School District Facilities Department.

**FISCAL IMPACT:**

Not to exceed \$2,500.00 – Donation Funds

**RECOMMENDATION:**

It is the recommendation of the Principal, Fremont Academy of Environmental Science & Innovative Design, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-226 with MB Hanrahan.

**ADDITIONAL MATERIAL:**

**Attached:** Agreement #16-226, MB Hanrahan (1 Page)  
Mural Design (1 Page)

**AGREEMENT #16-226 BETWEEN  
MB HANRAHAN AND OXNARD SCHOOL DISTRICT  
FOR A MURAL FOR FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE AND INNOVATIVE DESIGN**

The scope of this document is to define the roles and responsibilities of MB Hanrahan and the Oxnard School District (OSD). The purpose of this agreement is to provide Fremont Academy of Environmental Science and Innovative Design with a mural that represents the academy focuses of arts and sciences as part of the school's rebranding efforts.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and MB Hanrahan will work together to design a mural for Fremont Academy of Environmental Science and Innovative Design. The mural will be completed and delivered to Fremont by MB Hanrahan. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **MB Hanrahan agrees to:**
  - a. Provide an initial design sketch for the client, with up to two changes to the sketch until an agreed upon sketch is accepted by the client.
  - b. Purchase mural materials including: paint materials, scaffolding, fine wood panels-one marine density plywood panel, paint, brushes, refining tools, and if necessary, the services of an assistant to help with painting. These costs are not to exceed \$1,250.00.
  - c. The completion of a 10' x 8' square ft. painted mural that is painted using the design of the agreed upon sketch. The mural will be painted on canvas, stretched onto existing stretcher bars, or mounted to wood, and will be hung by OSD Facilities staff, replacing an existing damaged mural.  
Mural will be painted and coated with a graffiti protector coating provided by OSD facilities, as they will be responsible for the maintenance. Total price of mural not to exceed \$2,500.00.
  - d. Deliver the completed mural to the Fremont campus by June 2017.
  - e. Provide direction and supervision of the mural installation on the Fremont campus. The site of installation will be on the interior wall of the cafeteria, replacing an existing damaged mural.
  - f. Provide Oxnard School District with Certificate of Insurance naming the Oxnard School District as "additional insured".
  - g. The total mural costs are not to exceed \$2,500.00, including initial sketch, all materials, all labor costs, delivery of the mural to Fremont and supervision of the mural installation.
  
2. **Oxnard School District agrees to:**
  - a. Pay an amount not to exceed \$2,500.00 for the completed mural, including initial sketch, all materials, all labor costs, delivery of the mural to Fremont and supervision of the mural installation.
  - b. Provide the installation of the mural on the Fremont campus under the supervision and direction of MB Hanrahan.
  - c. Pay a deposit of 50% of the total fee 10 days in advance of the scheduled work. The full remaining balance will be due on the day of the mural installation. Installation will be coordinated with Facilities.
  - d. If District cancels the mural for any reason, the District will be responsible for non-refundable expenses that have already incurred.

All copyrights to the artwork, sketches, concepts and final artwork remain in the ownership of artist. The school and school district may utilize the artwork as they see fit. Artist credit must accompany all reproduction and use of mural images.

Oxnard School District will monitor this agreement to oversee completion and installation of the mural at the Fremont site. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented from February 2, 2017 to June 30, 2017.

**OXNARD SCHOOL DISTRICT:**

**MB HANRAHAN:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

MB Hanrahan  
*Typed Name/Title*

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

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

# FREMONT



ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

MBITAN KATHAN 16

4.16 REVISED INTERIOR MURAZ FREMONT MIPPLE SCHOOL / ACADEMY

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 2/1/17

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

**Approval of Amendment #1 to Agreement #16-71 – STAR of CA, ERA ED  
(Freeman/Sugden)**

---

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.

This amendment will increase Special Education funding by \$60,000.00 for a total agreement cost of \$ 180,000.00. The amendment is required to adjust additional expected services through the end of the fiscal year.

**FISCAL IMPACT:**

Not to exceed \$60,000.00 – **Special Ed Funds**

**RECOMMENDATION:**

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #16-71 with STAR of CA, ERA ED.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Amendment #1, STAR of CA, ERA ED (1 Page)  
                         Agreement #16-71, STAR of CA Inc. (4 Pages)

**AMENDMENT #1 TO AGREEMENT #16-71 with  
STAR of CA/ ERA ED**

**February 1, 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.

This amendment will increase Special Education funding by \$60,000.00 for a total agreement cost of \$ 180,000.00. The amendment is required to adjust additional expected services 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: \_\_\_\_\_

# OXNARD SCHOOL DISTRICT

## AGREEMENT #16-71 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 3rd day of August 2016, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA, a Professional Psychological Corporation (DBA STAR of CA, and ERA ED), located at 4880 Market St, Ventura CA 93003, and hereinafter referred to as "Provider/Consultant".

### WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with professionally trained Consultant to provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing August 4, 2016 and terminating June 30, 2017.

2. **SERVICES:** As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Chris Ridge Director of Pupil Services  
(Name) (Title)

And/or,

Amelia Sugden Director of Special Education  
(Name) (Title)



**LOCATION:** Provider shall provide the contracted services at the following location:  
Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

**3. COMPENSATION:** District shall pay Provider a maximum amount of \$120,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$ 51.52 per hour for 1 to 1 behavioral support to students, \$ 101.02 per hour for behavioral consultation and supervision services, \$330.00 for 2 hours workshops, and \$660.00 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

**4. INDEPENDENT CONTRACTOR:** While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

**5. INSURANCE:** Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

**A. LIABILITY INSURANCE:** The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

**B. WORKERS' COMPENSATION INSURANCE:** The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

**6. CRIMINAL BACKGROUND CHECKS:** As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

**7. INDEMNITY:** The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

**8. CONFIDENTIALITY:** Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

**9. CONFLICTS:** Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

**10. TERMINATION:** Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

**11. LICENSING:** Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

**12. COMPLIANCE WITH LAWS:** Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

**13. GOVERNING LAW/VENUE:** This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

**14. ASSIGNMENT:** Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

**15. SEVERABILITY:** If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

**16. WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

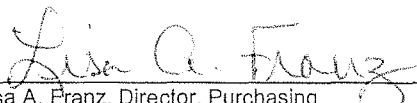
**17. ARBITRATION:** Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

**18. INCORPORATION OF EXHIBITS:** All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

**19. ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.


IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

**OXNARD SCHOOL DISTRICT  
OF VENTURA COUNTY**

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

8-4-16  
\_\_\_\_\_  
Date

**STAR OF CA/ERA ED, VENTURA CA**

  
\_\_\_\_\_  
Provider/Consultant Authorized Representative

7/19/2016  
\_\_\_\_\_  
Date

**BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/1/17

**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**   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF AGREEMENT FOR CONSULTANT SERVICES #16-207 WITH SITESPACIFIC, INC. FOR LAND USE CONSULTING SERVICES RELATED TO THE ANNEXATION OF THE DORIS/PATTERSON SITE (Morales/Cline/CFW)**

At the March 16, 2016 regularly scheduled Board Meeting, the District authorized the negotiation and purchase of the Doris/Patterson site. Negotiation for the purchase is ongoing, and will be followed by the planning and development of a new grade K-5 elementary school and new grade 6-8 middle school, funded in part by Measure “D” proceeds, state grants, and other local sources, as conceptualized by the Board’s adopted Master Construct Program. In order for the site to be developed as a school, the site must be annexed into the City of Oxnard. The District identified a need to select a consultant with expertise in navigating the various local government agencies to complete a successful annexation of the site.

On November 11, 2016 The District issued a Request for Proposals for entitlement services related to the Doris/Patterson site annexation. Following a review of potential firms, and interviews held on November 21, 2016, SitesPacific, Inc. was selected to assist the District with the annexation process for the Doris/Patterson site.

The proposed scope of work includes all of the work necessary to facilitate the annexation of the Doris/Patterson site, including land use consultation with design team members, consultation with the City of Oxnard, application and permit entitlements with the City of Oxnard, application to Ventura Local Agency Formation Commission (LAFCo) for reorganization, public workshops/community meetings, agency meetings as needed, and any public hearings as needed. At this time, the Board is requested to approve the attached Agreement for Consulting Services #16-207 with SitesPacific, Inc. for Land Use Consulting Services related to the Doris/Patterson site.

**FISCAL IMPACT:**

The attached Consulting Services Agreement #16-207 includes the services required to complete the annexation process for the Doris/Patterson site for a not-to-exceed fee of **Fifty Thousand Dollars and No Cents [\$50,000.00]** to be funded out of Measure "R" bond funds.

**RECOMMENDATION:**

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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 Agreement for Consultation Services #16-207 with SitesPacific, Inc. for Land Use Consulting Services related to the acquisition and annexation of the Doris/Patterson site.

**ADDITIONAL MATERIAL(S):**

- Agreement for Consulting Services #16-207, SitesPacific, Inc. (14 Pages)
- SitesPacific, Inc. Proposal (15 Pages)
- Certificate of Insurance (7 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #16-207

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of February, 2017 by and between the Oxnard School District (“District”) and SitesPacific, Inc. (“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 February 2, 2017 through December 31, 2018 (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, excluding reimbursement for actual expenses (\*See Exhibit B, #V), shall not exceed Fifty Thousand Dollars and No Cents (\$50,000.00), 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: Lisa Cline  
Phone: (805) 385.1501 x2401  
Fax: (805) 487.2118

With electronic copy to: Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
815 Colorado Boulevard, Suite 200  
Los Angeles, California 90041  
Attention: Kevin Crosby  
Phone: (323) 543-8314  
Email: kcrosby@cfwinc.com

To Consultant: SitesPacific, Inc.  
7584 Eisenhower Street  
Ventura, CA 93003  
Attention: Hollee King  
Phone: (805) 901.2261  
Fax: (800) 660.8106

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.** Caldwell Flores Winters, Inc., the District's Program Manager, 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:**

**SITESPACIFIC INC.:**

\_\_\_\_\_  
*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 #16-207

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-207**

**SERVICES**

I. Consultant will perform the following Services under the Captioned Agreement:

- A. Entitlements Permitting, Planning/Land Use Consultation, Meetings, Coordination, Correspondence, Analysis, and Research
- (1) Land Use Consultation with architect, engineers, and the District on design and uses; may include consultation with the residential developers(s) of the site as well.
  - (2) Land Use Consultation with a licensed surveyor for the annexation/reorganization maps and legal descriptions
  - (3) Consultation with City of Oxnard (Planning, Development Services, Fire, Transportation, Water)
  - (4) Application and permit entitlements with the City of Oxnard
    - a. Specific Plan Modification
    - b. Annexation/Reorganization
  - (5) Application to Ventura LAFCo for Reorganization (Annexation to the City of Oxnard and CMWD, plus detachments from other agencies)
    - a. Consultant will work with the City of Oxnard and CMWD for the application to LAFCo
  - (6) Public Workshops/Community meetings
  - (7) Agency meetings as needed
  - (8) Public Hearings – Planning Commission, City Council, and LAFCo
- B. Environmental Impact Report Peer Review
- (1) Peer review services for the Environmental Impact Report

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

- A. Documentation required to facilitate the annexation of the Doris/Patterson site into the City of Oxnard and CMWD

Not Project Related

Project #16-207

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

- A. Monthly status reports shall be delivered to the District's program manager on the first business day of the month, beginning February 1, 2017.

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.

VIII. All work products and timelines, as described in the proposal provided by SitesPacific, Inc. are based on assumptions as described in Section 4.0 *of the proposal* and referenced herein.

- Not Project Related  
 Project #16-207

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-207**

**COMPENSATION**

**I. Consultant shall use the following rates of pay in the performance of the Services:**

Fees shall be billed at the rate of One Hundred Sixty-Five Dollars and No Cents (\$165.00) per hour, not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00).

Work is anticipated to be billed in accordance with the following schedule: Services pursuant to Exhibit A, Section B shall not be commenced until a separate notice to proceed, specific to these services, has been issued.

Entitlements Permitting, Planning/Land Use Consultation, Meetings, Coordination, Correspondence, Analysis, and Research: 260 hours.

Environmental Impact Report Peer Review: 40 Hours.

**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.**
- a) Reimbursable expenses (such as photocopies, plans, prints, maps, etc.) are to be reimbursed at cost.
  - b) Environmental documentation or documents.
  - c) Any further work required caused by delays of the project.
  - d) Any further work created by appeals or litigation.
  - e) Any agency fees.
  - f) Compensation Schedule assumes that District provides all plans, plots, maps, and project materials for workshops, applications, hearings, etc.
  - g) If SitesPacific Inc. retains consultant for the project, at the request of the district, it is subject to a 10% surcharge fee.

**IV. The total compensation for the Services, shall not exceed \$50,000.00, excluding reimbursement for actual expenses as provided in Section 4 of this Agreement.**



**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-207**

**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:

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

Not Project Related

Project #16-207

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.

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-207**

**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, SitesPacific, Inc., who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



**SITESPACIFIC, INC.**  
LAND USE PLANNING AND PERMITTING SERVICES

## Oxnard School District Proposal

*Prepared for:*  
Caldwell Flores Winters, Inc.

*Prepared by:*  
Hollie L. King, MPA, AICP  
SitesPacific, Inc.

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### Appendices

- Appendix A – Resumes
- Appendix B – References

## 1.0 Scope of Work

The Oxnard School District (District) has identified a 25-acre parcel in the “Teal Club” area of Oxnard at the southeast corner of Doris Avenue and Patterson Road that is to be planned to accommodate a 1,200-student grade 6-8 middle school and 700-student K-5 elementary school. A portion of the site has the potential to also accommodate a potential administrative support center to accommodate district wide administrative uses. The District is relying on land costs and offsite improvements for the entire site are to be absorbed as part of required residential development mitigation fees.

The District has already completed a series of alternate site reviews, Board sponsored workshops and California Department of Education (CDE) consultations, including a consultation with the Department of Transportation (DOT) Division of Aeronautics. The proposed project area is part of a larger area planned for residential development. The entire site, the area for the school plus the proposed residential would be subject to Ventura Local Agency Formation (LAFCo) approval for a reorganization into the City of Oxnard and Calleguas Water District.

Although the site is currently being used for agriculture, the site is within the Sphere of Influence (SOI) boundaries of the City of Oxnard (City) and the Calleguas Municipal Water District (CMWD) and is currently under review by the City for a Specific Plan and an Environmental Impact Report (EIR).

The District seeks to engage with a land use consulting firm to provide planning and entitlement services to complete the subdivision, purchase, and the reorganization (annexation) process of the proposed school site into the City of Oxnard. This will include consultation and application to the City of Oxnard, consultation with related agencies such as Ventura County Airports Department and Calleguas Water District, and LAFCo application, approval, and recordation.

## 2.0 Services

The following services and recommended entitlement processes may include, but are not limited to:

- 1) Land Use Consultation with architect, engineers, and the District on design and uses; may include consultation with the residential developer(s) of the site as well.
- 2) Land Use Consultation with a licensed surveyor for the annexation/reorganization maps and legal descriptions

- 3) Consultation with City of Oxnard (Planning, Development Services, Fire, Transportation, Water)
- 4) Application and permit entitlements with the City of Oxnard
  - a. Specific Plan Modification
  - b. Annexation/Reorganization
- 5) Application to Ventura LAFCo for Reorganization (Annexation to the City of Oxnard and CMWD, plus detachments from other agencies)
  - a. Consultant will work with the City of Oxnard and CMWD for the application to LAFCo.
- 6) Public Workshops/Community meetings
- 7) Agency meetings as needed
- 8) Public Hearings – Planning Commission, City Council, and LAFCo

Notes:

Proposal assumes that the environmental documentation (EIR) and final map for subdivision will be performed by others.

## 3.0 Relevant Experience

### 3.1 Relevant Projects

**Rancho Campana High School, Camarillo, CA**

*Oxnard Union High School District*

Planning and Permitting for new high school in Camarillo. Project included planning and permitting through the City of Camarillo, Annexation (Reorganization), Large Lot Subdivision, Land Acquisition, EIR Peer Review and consultation, alternative site analyses, public workshops, District board meetings and hearings, CDE consultation, Agricultural Commission consultation, right-of-way issues and negotiations, sewer capacity issues and negotiations, mitigation issues and negotiation, fee issues and negotiation.

**Oxnard High School #8, Oxnard, CA**

*Oxnard Union High School District*

School Site Selection, Land Acquisition, CDE consultation, DOT Division of Aeronautics consultation, County Department of Airports consultation, District board meetings, hearings, and charrettes/workshops. Project will eventually require consultation and design review with the adjacent residential developer and planning and permitting efforts with the City of Oxnard.

**Somis Elementary School, Somis CA**

*Somis Union School District*

Planning and Permitting for new school in Somis area. Project includes subdivision, land acquisition, Agricultural Commission consultation, right-of-way issues and negotiations, EIR peer review and consultation.

**Montalvo Island Annexation/Reorganization, Ventura, CA**

*City of Ventura*

Project included Annexation (Reorganization) for 233 parcels in the unincorporated "island area" of Ventura. This reorganization required consultation with the City of Ventura, City and County stakeholders, and the residents of the Montalvo area of Ventura. Project included public workshops and community meetings. Consultation with utility providers, tax assessor's office, and LAFCo.

**Olivas Park Drive Extension, Ventura, CA**

*City of Ventura*

Annexation (Reorganization) for a road extension and abandonment of the Montalvo sewer district facilities. The project included right-of-way issues as well as consultation with City, County, and Sewer District officials.

**Northbank/Vanoni Annexation (Reorganization), Ventura, CA**

*City of Ventura*

Project is for a proposed residential subdivision. Services include consultation with the City of Ventura on the EIR Addendum and Initial Study, planning issues, public hearing support, and staff services for processing of the annexation (reorganization). The project also has controversial flood control issues, agricultural issues, and environmental justice issues.

## **3.2 Relevant Positions**

**City of Oxnard, Oxnard, CA**

*Contract Senior Planner*

*January 2007 – August 2010*

Served as a contract senior planner/project manager for discretionary permit applications, subdivision projects, development plans, Special Use Permits, Conditional Use Permits and Coastal Development Permit applications. Prepared written staff reports and related CEQA documents. Conducted oral presentations to the public and the decision-makers. Coordinated and negotiated with applicants, agents, attorneys and various groups for County, State and Federal agencies for the implementation of projects and land use policies. Provided staff support for California Coastal Commission projects. Provided staff support to Planning Commission and City Council members and their staff.

**Ventura LAFCo, Ventura, CA**

*Deputy Executive Officer/Senior Mgmt Analyst*

*October 1999 – October 2004*

Managed proposals for local agency boundary changes, prepared written staff reports and conducted oral presentations to the Ventura Local Agency Formation Commission. Functioned as Program Coordinator for studies relating to governmental services such as municipal service



reviews for municipal service providers. Coordinated and developed policies and procedures for LAFCO. Presented and managed public participation workshops and prepared CEQA-related documents for LAFCO programs, policies and proposals. Assisted in development of administrative programs such as budget, fee schedules and web site development. Supervised subordinate staff and assisted in the administration of consultant contracts. Provided information and assistance to the public and governmental agencies and support to Ventura LAFCO Executive Officer and Commission members.

**City of Oxnard, Oxnard, CA**

*Senior Planner*

*July 1999 – October 1999*

Served as project manager for discretionary permit applications, subdivision projects, development plans, Special Use Permits, Conditional Use Permits and Coastal Development Permit applications. Prepared written staff reports and related CEQA documents. Conducted oral presentations to the public and the decision-makers. Coordinated and negotiated with applicants, agents, attorneys and various groups for County, State and Federal agencies for the implementation of projects and land use policies. Provided staff support for California Coastal Commission projects. Provided staff support to Planning Commission and City Council members and their staff. Served as Chair of Public Arts Committee for the City. Represented the City for committee and special events.

## 4.0 Proposed Timeline and Work Plan

Task	Description	Start Date	End Date
1	Approval of Contract	1/18/2017	1/18/2017
2	Consultation with Project Team	1/30/2017	2/3/2017
3	Meeting with County Airports with Schematic Plan	2/6/2017	2/10/2017
4	Meeting with VCTC with Schematic Plan	2/13/2017	2/17/2017
5	Meeting with City of Oxnard with Schematic Plan	2/21/2017	2/24/2017
6	Meeting with LAFCo	2/27/2017	3/3/2017
7	Consultation/Research and Review with Calleguas Water	2/21/2017	3/3/2017
8	Consultation with Surveyor for Parcel Map	2/27/2017	3/3/2017
9	Consultation with Surveyor for Annexation/Reorganization Map	2/27/2017	3/3/2017
10	Pre-Application to City of Oxnard - Application	5/1/2017	5/1/2017
11	City Council Pre-App Meeting	6/27/2017	6/27/2017
12	EIR Peer Review for Administrative Draft	7/10/2017	7/21/2017
13	EIR Comment Period	7/28/2017	9/8/2017
14	EIR Workshop	8/16/2017	8/16/2017
15	Preparation of Final EIR (by others)	9/11/2017	9/29/2017
16	Board Certification of EIR <sup>1</sup>	10/18/2017	10/18/2017
17	Board Resolution*	10/18/2017	10/18/2017
18	Application to City of Oxnard <sup>2</sup>	10/23/2017	10/23/2017
19	City Complete/Incomplete Letter <sup>3</sup>	11/23/2017	11/23/2017
20	Development Advisory Committee Meeting	11/30/2017	11/30/2017
21	City Sponsored Community Workshop	1/8/2018	1/8/2018
22	Planning Commission	2/1/2018	2/1/2018
23	City Council	3/12/2018	3/12/2018
24	Application to LAFCo	3/19/2018	3/19/2018
25	LAFCo Complete/Incomplete <sup>4</sup>	4/19/2018	4/19/2018
26	LAFCo Commission Meeting	5/16/2018	5/16/2018
27	30-Day LAFCo Reconsideration Period	5/17/2018	6/15/2018
28	Recordation of Reorganization (Annexation)	6/18/2018	6/18/2018

\*Board Resolution to use 4/5ths vote to override County General Plan and make application to City

<sup>1</sup> Timeline assumes no legal challenge to the EIR

Timeline assumes that all documents are prepared to make application to City.

<sup>2</sup> (Certified EIR, preliminary architecture, site plan, grading, SWPPP reports, parcel map, annexation map, etc.)

<sup>3</sup> Timeline assumes City deems application complete

<sup>4</sup> Timeline assumes LAFCO deems application complete

## 5.0 Fees

Our fee for the proposed professional services will be a Not to Exceed Fee of \$50,000 and will be billed monthly. Charges for "time" include professional and administrative services performed by SitesPacific, Inc. However, all reimbursable expenses, such as photocopies, postage, shipping/delivery, plots, prints, maps/documents and outside consultant fees are an additional expense to the client. If SitesPacific retains consultant, there is a 10% surcharge on the sub-consultants fee. All planning services performed in no way guarantee approval of the project. If the project is denied or appealed, payment must still be made for services rendered.

### Fees:

*Entitlements, Permitting, Planning/Land Use Consultation, Meetings, Coordination, Correspondence, Analysis, and Research Estimated Hours: 260*

*EIR Peer Review Estimated Hours: 40*

Proposal is estimated to be approximately 300 hours<sup>4</sup>

Fees are \$165/hour

Estimated Fees: \$49,500

### **NOT TO EXCEED AMOUNT OF: \$50,000**

#### <sup>4</sup>Assumptions:

1. Environmental Documentation is completed and prepared by others.
2. Project follows estimated workplan as provided.
3. Project is not appealed or litigated.
4. All agency fees to be paid by the District or others.
5. All other consultant fees (such as surveyor or architect) is paid by the District or others.
6. District will provide all plans, maps, and project materials for workshops, applications, hearings, etc.

**APPENDIX A**

**RESUMES**



**HOLLEE L. KING, MPA, AICP**  
**Principal/Project Manager**

**LICENSING**

- American Institute of Certified Planners, #018076 (2002)

**EDUCATION**

- Masters of Public Administration; Organizational Management - California State University, Northridge
- Bachelor of Science – Environmental Management; Emphasis in Public Policy, University of California, Davis

**PROFESSIONAL AFFILIATIONS**

- American Planning Association, Central Coast Section Board Member
- APACA Awards/ Events Officer (2005 to Present)
- American Institute of Certified Planners
- American Public Works Association, Member

**BACKGROUND**

Ms. King has over 24 years of planning and project management experience. As a project consultant for many organizations, Ms. King has been responsible for planning and project coordination and permitting for a wide variety of projects in the Santa Barbara, Ventura, and Los Angeles County areas. Projects include residential and commercial projects, larger public agency development projects, CEQA review and subdivision projects.

Ms. King has extensive experience in Land Use Planning, Contract Planning, Ordinance Amendments, Environmental Review, Annexation Planning, Long Range/Policy Analysis, Administrative Analysis/Budgets, Public Works Planning, Training and Education, Project Management, Permit Processing/Land Use Entitlements, Grant Preparation/Implementation, Transportation Planning, Due Diligence, Redevelopment Planning, Site Planning/Site Acquisition, Regulatory Permitting, Water and Sewer management projects, School Facilities Planning, and Institutional Facilities Planning. *Her highlighted experience is below:*

- Project manager and supporting roles for projects through a number of public agencies including:

County of Santa Barbara	City of Calabasas
County of Ventura	City of Carpinteria
County of Los Angeles	City of Santa Barbara
City of Ventura	City of Thousand Oaks
City of Oxnard	City of Moorpark
City of Camarillo	California Department of Fish & Game
City of Agoura Hills	Oxnard Union High School District
Ventura County Harbor Authority	Somis School District
Gold Coast Transit	California Coastal Commission

- Project management and permit processing experience for projects of all sizes through local, state and federal permit processes, including planning department negotiations, facilitating public workshops, and providing support for hearings such as for Planning Commission, City Council, or Board of Supervisors.
- Land use planning consultant for private, large scale, development commercial and residential projects. Projects include general plan amendments, rezones, residential planned development, annexation, conditional use permits and subdivisions.
- Provide planning services support to engineer consultant companies and engineering projects. Projects have included hospitals, schools, and large scale subdivisions.
- Coordination of sub-consultants for specific issue areas including geologists and geotechnical engineers, biologists, archeologists, botanists, arborists, and architectural historians.
- Provide contract planning services for cities, counties, and special agencies.
- Provide environmental review (MNDs) and environmental peer review (EIRs and MNDs) for cities, counties, and special agencies. Provide planning manager services for Master Service Agreements (MSA) for environmental review projects.
- Current contracts with City of Oxnard Public Works Department, City of Camarillo Public Works Department for environmental review and water/sewer management.
- Currently, providing staff support as the Principal Planner for the Oxnard Union High School District and successfully processed a new comprehensive high school for the District in the City of Camarillo, and is currently the land use consultant working on another high school project in the City of Oxnard for the District.

## WORK EXPERIENCE

### **Project Manager/Principal SitesPacific, Inc.**

**February 2008 to Present**

Provide planning and project management for public agencies, non-profit organizations, and private consulting firms. Expertise includes project management of discretionary projects, ordinance amendments, general plan projects, policy analysis, annexation proposals, preparing environmental review documents, including mitigated negative declarations and environmental impact reports, regulatory permitting, preparing grant proposals, and facilitation/public outreach. Project management has also been provided in transportation, redevelopment, and city administration. Supervise and train planning staff that were contracted to different cities and trained/supervised agency planning staff at contract cities. Current and past contracts with: City of Ventura Planning, City of Ventura City Manager's Office, City of Oxnard Planning, County of Ventura Planning, Gold Coast Transit, City of Oxnard Public Works Dept., and City of Oxnard Redevelopment, Oxnard High School District, Penfield and Smith Engineering and Carollo Engineering. Consulting services also included land use entitlement and permit processing for individual property owners and developers for projects in Los Angeles, Ventura, and Santa Barbara counties.

### **Regional Planning Services Manager Civic Solutions, Inc.**

**October 2004 to February 2008**

Served as a project manager for complex discretionary planning applications, ordinance amendments, CEQA review and analysis, and long range planning analysis for cities under contracts for planning services. Reviewed construction drawings for compliance with ordinances and departmental conditions of approval. Broad experience in professional urban planning with excellent knowledge of planning and community development. Supervised and trained planning staff that were contracted to different cities trained/supervised agency planning staff at contract cities. Secured, coordinated and managed contracts for planning staff services at public agencies. Previous contracts with: County of Ventura Planning, City of Agoura Hills Planning, City of Calabasas Planning, City of Moorpark Planning, City of Beverly Hills Planning, City of West Hollywood Planning and City of Whittier Planning.

### **Senior Management Analyst**

#### **Ventura Local Agency Formation Commission (LAFCO)**

**October 1999 to October 2004**

As a Senior Management Analyst, managed proposals for local agency boundary changes, prepared written staff reports and conducted oral presentations to the Ventura Local Agency Formation Commission. Functioned as Program Coordinator for studies relating to governmental services such as municipal service reviews for municipal service providers. Coordinated and developed policies and procedures for LAFCO. Presented and managed public participation workshops and prepared CEQA-related documents for LAFCO programs, policies and proposals. Assisted in development of administrative programs such as budget, fee schedules and web site development. Supervised subordinate staff and assisted in the administration of consultant contracts. Provided information and assistance to the public and governmental agencies and support to Ventura LAFCO Executive Officer and Commission members.

**Associate Planner City of Oxnard**  
**July 1999 to October 1999**

Served as project manager for discretionary permit applications, subdivision projects, development plans, Conditional Use Permits and Coastal Development Permit applications. Prepared written staff reports and related CEQA documents. Conducted oral presentations to the public and the decision-makers. Coordinated and negotiated with applicants, agents, attorneys and various groups for County, State and Federal agencies for the implementation of projects and land use policies. Provided staff support to California Coastal Commission for local projects. Provided staff support to Planning Commission and City Council members and their staff. Served as Chair of Public Arts Committee for the City. Represented the City for committee and special events.

**Environmental Planner**  
**County of Santa Barbara**  
**January 1994 to July 1999**

Served as project manager for discretionary permit applications and subdivision projects. Prepared written staff reports and related CEQA documents. Coordinated and negotiated with applicants, agents, attorneys and various groups for permit applications and related projects. Coordinated planning with County, State and Federal agencies for the implementation of projects, regulatory permitting, and land use and resource management policies. Coordinated contracts between environmental specialists and the County for project analysis and compliance.

*(Experience prior to 1994 provided upon request)*



**MATTHEW G. WINEGAR, AICP**  
**Principal**

**CERTIFICATION**

- American Institute of Certified Planners, #6089

**EDUCATION**

- Bachelor of Arts – Public Administration, Planning and Geography, CSU Chico

**PROFESSIONAL AFFILIATIONS**

- American Planning Association
- American Institute of Certified Planners
- Urban Land Institute
- California Emergency Services Association
- International Emergency Managers Association

**BACKGROUND**

Mr. Winegar has over 38 years of land use planning and project management experience. Mr. Winegar has held numerous municipal planning positions, including serving as the Development Services Director of the City of Oxnard for over 20 years. Mr. Winegar has been responsible for planning and project coordination of numerous residential, commercial, and industrial projects, including complex mixed-use and redevelopment projects, and related CEQA documents.

Mr. Winegar has extensive experience in land use planning, zoning ordinance administration and amendments, CEQA administration and environmental review, Annexations, long range planning policy and analysis, administrative and project budgets, emergency and hazard planning, training and education, project management, permit processing/land Use entitlements, transportation planning, site planning/site acquisition, school and government facilities siting, general plans and land use master plans, as well as coastal plans and permitting.

He has also served as project manager or in a coordinating role for several large capital improvement projects including the following:

- Project Design and Construction Project Management:
  - Administration Building Renovation \$2.5M
  - Downtown Parking Structure-\$11M
  - City Service Center-\$22M
  - Downtown Street Tree and Sidewalk Replacement Project-\$6M
- Design Project Management
  - City Hall Renovation and Expansion
  - River Park Joint City/County Fire Station
  - South Oxnard Library

*\*The project management responsibilities included comprehensive services from management and coordination of architectural and engineering consultants, site acquisition, execution of the public bid process, owners' representative for construction and coordination of building occupancy.*

- Mr. Winegar's project management involving master-planned projects includes the City of Oxnard Downtown Strategic Plan, and the Seabridge and Westport specific plans in Mandalay Bay, the River Park Specific Plan, and the McInnes Ranch Industrial Park Specific Plan. For the River Park Specific Plan, Mr. Winegar was the approving authority for the actual development projects, including The Collection shopping center in River Park.
- Mr. Winegar also has significant experience in organizational development including strategic planning and staff training and development, as well as group and process facilitation capabilities. He is a certified trainer in several organizations.
- Emergency Management and Planning. Mr. Winegar lead the effort to prepare the City of Oxnard Hazard Mitigation Plan, Emergency Response Plan, and served as the City's Emergency Operations Center (EOC) Planning and Intelligence Section Coordinator for over 25 years.



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**WORK EXPERIENCE**

**Principal**  
**SitesPacific, Inc.**  
**May 2015 to Present**

Principal-for development advisory and advocacy services, as well as agency and non-profit strategic planning and management services. SitesPacific, Inc. provides a wide range of land use planning and permit processing, environmental and regulatory document and permit processing, and strategic land use advisory services. SitesPacific, Inc. also offers planning agency contract (supplemental) staffing and interim agency management services.

**Development Services Director**  
**City of Oxnard (Pop. 206,000)**  
**2000-2015**

Directed activities of a 60+ member department, including the Planning, Building and Engineering, and Traffic/Transportation divisions, with a department budget of \$5.8M. Also served as the Project Manager for Civic Center Renovation Project and Downtown Parking Structure. Extensive involvement in the City's emergency management organization and plans, including development of the Hazard Mitigation Plan. Served as Planning/Intelligence Section Coordinator in City EOC. Also appointed by City Manager to serve as chair of the Contract Compliance Committee which reviews all new and amended agreements for professional and trade services, as well as capital construction contracts and change orders.

**Public Services Director**  
**City of Oxnard**  
**1995-2000**

Oversight and leadership for 33 City programs, employing over 350 employees related to Public Works, Utilities, including water, wastewater, and solid waste enterprises, Development Services, Planning, Parks, and Fleet and Equipment Maintenance. Worked closely with program and division leaders to insure that program outcomes were consistent with City Council objectives and the programs operated in alignment with the City Council goals and mission. Served as project manager for numerous complex planning studies and capital projects.

**City Planner/Planning Manager**  
**City of Oxnard**  
**1984-1995**

Served as chief planning official for the City of Oxnard. Responsible for the management of the Planning Division of the Community Development Department. Supervised a staff of 18, including 10 professional planner positions. Responsible for the quality of staff reports and agendas for Planning Commission and City Council meetings. Made presentations to the Commission and Council. Project Manager for the comprehensive revision of the 2020 General Plan and Environmental Impact Report (EIR) and the Zoning Ordinance Revision. Lead the development of the Growth Management and Monitoring Program and Capital Facilities Impact Evaluation Program.

*(Prior experience before 1984 provided upon request)*

**APPENDIX B**

**REFERENCES**

**Steve Dickinson**  
Assistant Superintendent of  
Administrative Services  
Oxnard Union High School District  
309 South K Street  
Oxnard, CA 93030  
805-385-2529  
steve.dickinson@ouhsd.k12.ca.us

**Pavan Bhatia**  
Executive Director  
Facilities, Maintenance and Operations  
Conejo Valley Unified School District  
Planning and Facilities Department  
1400 E. Janss Rd  
Thousand Oaks, CA 91362  
(805) 497-9511 x219  
PBhatia@conejousd.org

**Vince McGarry**  
Maintenance Manager  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
805-290-6140 Cell  
vmcgarry@oxnardsd.org

**Dave Norman, ICMA-CM**  
City Manager  
City of Camarillo  
601 Carmen Drive  
Camarillo, CA 93010  
(805) 388-5307  
dnorman@ci.camarillo.ca.us

**Ashley Golden**  
Development Services Director  
City of Oxnard  
214 South "C" Street  
Oxnard, CA 93030  
(805) 385-7858  
ashley.golden@oxnard.org

**Dave Ward**  
Planning Manager  
City of Ventura  
501 Poli Street  
Ventura, CA 93001  
805.677.3964  
dward@cityofventura.net

**Rob Corley**  
California Department of Education  
Field Representative  
805-835-3089  
rcorley@cde.ca.gov



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2016

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

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com	<b>CONTACT NAME:</b> Risk Strategies Company <b>PHONE (A/C, No, Ext):</b> 949-242-9240 <b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
CA DOI License No. 0F06675	<b>INSURER A:</b> Valley Forge Insurance Co.	<b>NAIC #</b> 20508
<b>INSURED</b> SitesPacific, Inc. 7584 Eisenhower Street Ventura CA 93003	<b>INSURER B:</b> New Hampshire Insurance Co.	<b>NAIC #</b> 23841
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 33249455

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6011834199	11/21/2016	11/21/2017	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$300,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6011834199	11/21/2016	11/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			06499075601	11/21/2016	11/21/2017	Per Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to Doris Patterson Entitlement Selection, Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are named as additional insureds and primary/non-contributory clause applies to the general liability policy-see attached endorsement.

**CERTIFICATE HOLDER**

Oxnard School District  
 Attn: Chris Ridge  
 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

Michael Christian

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSURED**

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

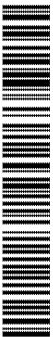
1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. Additional Insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability

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due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

**3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

**4. LEGAL LIABILITY – DAMAGE TO PREMISES**

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

**Damage To Property**, is replaced by the following:

**k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

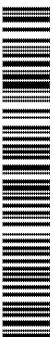
Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

**B. Under B. Exclusions, 1. Applicable to Business Liability Coverage,** the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

**C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of **"property damage" to any one premises,** while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**5. Blanket Waiver of Subrogation**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

**6. Broad Knowledge of Occurrence**

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form:**

- e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

**7. Bodily Injury**

Section **F. Liability and Medical Expenses Definitions,** item 3. "Bodily Injury" is deleted and replaced with the following:

**"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**8. Expanded Personal and Advertising Injury Definition**

a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:**

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1. Not done intentionally by or at the direction of:
  - a. The insured; or
  - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

b. The following is added to Exclusions, **Section B.:**

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

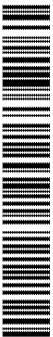
**Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**9. Personal and Advertising Injury Re-defined**

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2016

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

<b>PRODUCER</b>  <b>Automatic Data Processing Insurance Agency, Inc.</b> <b>1 Adp Boulevard</b> <b>Roseland, NJ 07068</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Travelers Property Casualty Company of America</b>			<b>25674</b>
<b>INSURED</b>  <b>SITESPACIFIC INC</b> <b>1617 CARNATION AVE</b> <b>Ventura, CA 93004</b>	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 496939

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		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b>	N/A	<b>N</b>	<b>UB8G83475016</b>	<b>02/01/2016</b>	<b>02/01/2017</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$	<b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE	\$	<b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	\$	<b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

**SITESPACIFIC INC**  
**1617 CARNATION AVE**  
**Ventura, CA 93004**

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: 2/1/17

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

**Ratification of Amendment #1 to Agreement #16-94, Angeles Small (Freeman)**

At the Board meeting of August 24, 2016 the Board of Trustees approved Agreement #16-94 with Angeles Small to provide professional translation services on the English Learner Master Plan in the amount not to exceed \$3,900.00.

The actual cost for services has exceeded the original amount of \$3,900.00 and it's necessary to increase the amount via Amendment #1 by \$500.00 for a new total cost of \$4,400.00. Although the English Learner Master Plan was complete, there were adjustments and revisions requested by the Assistant Superintendent of Educational Services.

**FISCAL IMPACT:**

\$500.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #16-94 with Angeles Small.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1, Angeles Small (1 Page)  
Invoice (1 Page)  
Agreement #16-94, Angeles Small (15 Pages)

**AMENDMENT #1 TO AGREEMENT #16-94 with  
Angeles Small  
February 1, 2017**

At the Board meeting of August 24, 2016 the Board of Trustees approved Agreement #16-94 with Angeles Small to provide professional translation services on the English Learner Master Plan in the amount not to exceed \$3,900.00.

The actual cost for services has exceeded the original amount of \$3,900.00 and it's necessary to increase the amount via Amendment #1 by \$500.00 for a new total cost of \$4,400.00. Although the English Learner Master Plan was complete, there were adjustments and revisions requested by the Assistant Superintendent of Educational Services.

**ANGELES SMALL:**

By: \_\_\_\_\_  
*Angeles Small* \_\_\_\_\_  
*Date*

**OXNARD SCHOOL DISTRICT:**

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

**Angeles Small**

761 Aster Street Apt. 162  
Phone 805-561-6483  
angeles.small.a@gmail.com

**INVOICE**

INVOICE #OSD2  
DATE: 12/15/2016

**TO:**  
OXNARD SCHOOL DISTRICT  
1051 South A Street  
Oxnard, California 93030  
Attention: Robin Freeman

**FOR:**  
Design and Translation Services Revisions  
Master Plan for Services to English Learners 2016

DESCRIPTION	AMOUNT
Translation from English to Spanish, 10 chapters of the Master Plan/ Adjustments for revisions requested by Robin Freeman.	\$500
TOTAL	\$500

Make all checks payable to Angeles Small

**THANK YOU FOR YOUR BUSINESS!**

## OXNARD SCHOOL DISTRICT

### Agreement #16-94

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 24<sup>th</sup> day of August, 2016 by and between the Oxnard School District ("District") and Angeles Small ("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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 25, 2016 through June 30, 2017 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in Exhibit A 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.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Three Thousand Nine Hundred Dollars (\$3,900.00), 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".

AS (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.

AS (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.

AS (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.

AS (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: Robin Freeman  
                                      Phone: 805.385.1501, x2032  
                                      Fax: 805.483.7426

To Consultant:               Angeles Small  
                                      761 Aster Street, #162  
                                      Oxnard, CA 93036  
                                      Phone: (805) 561.6483  
                                      Fax:

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.** **ROBIN FREEMAN** shall be in charge of administering this Agreement on behalf of the District. The Administrator 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:**

Lisa A. Franz  
Signature

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

8-29-16  
Date

Tax Identification Number: 95-6002318

**ANGELES SMALL:**

[Signature]  
Signature

Translator  
Typed Name/Title

August, 23, 2016  
Date

Tax Identification Number: 609475365

- Not Project Related  
 Project #16-94

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-94**

**SERVICES**

I. Consultant will perform the following Services under the Captioned Agreement:

**Provide translation services for the EL Master Plan**

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 apprised of the status of performance by delivering the following status reports under the indicated schedule:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. 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 #16-94

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-94**

**COMPENSATION**

**I. Consultant shall use the following rates of pay in the performance of the Services:**

\*Per attached Proposal – Not to Exceed \$3,900.00

**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 \$3,900.00, as provided in Section 4 of this Agreement.**

Not Project Related

Project #

EXHIBIT C  
TO AGREEMENT FOR CONSULTANT SERVICES #16-94

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, Oldwiek, 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, \$1,000,000~~

~~Nurses, Therapists~~

~~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**~~

~~H. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:~~

Not Project Related

Project #

~~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 #16-94

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-94**

**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 [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, ANGELES SMALL, who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

Date: 8-29-16

By: Lisa A. Franz

Lisa A. Franz  
Director, Purchasing

---

July, 27, 2016

Robin I. Freeman  
Assistant Superintendent  
Educational Services  
Oxnard School District  
1501 South A Street  
Oxnard, CA 93030

**Dear Robin,**

First, I would like to thank you for the opportunity to submit the following proposal for translation services to the Oxnard School District. As I mentioned to you before, since 2004 I have provided translation services for a variety of clients in Ventura and Santa Barbara, such as First5, McCune Foundation, LoaTree, and the Social Justice Fund, among other private companies.

I completed a review of the Oxnard School District English Learner Master Plan 2016 and I will be happy to provide the following services:

- Translation from English to Spanish, 10 chapters of the Master Plan (approximately 42,000 words)
- Support to improve the presentation design for English Material
- Support to improve the presentation design for Spanish Material

The total fee for this project is \$3,900 due upon receipt of my invoice for completion of services.

Attached you will find a referral list of contact names from people who have used my translation services in the past. Also I included a list of members from my Advisory Committee, in case you need more information about the people reviewing all final translations.

If you have any questions, please do not hesitate to contact me by phone to 805-561-6483 or by e-mail: [angeles.small.a@gmail.com](mailto:angeles.small.a@gmail.com)

Sincerely,

Angeles Small

Angeles Small  
[angeles.small@gmail.com](mailto:angeles.small@gmail.com)  
805-561-6483

---

## **BIOGRAPHY**

Angeles Small has a degree in Journalism and Mass Communication from the Universidad Nacional Autonoma de Mexico. She holds a Master Degree in Business Administration by the Instituto Tecnologico de Monterrey. She has over 20 years of experience as a news reporter for radio stations in Mexico, Argentina and France. After moving to California in 2004, Angeles has served as Executive Director for nonprofits; Future Leaders of America and the Social Justice Fund with the Ventura County Community Foundation. Recently, Angeles joined the team for the Latino Outreach Program "Logrando Bienestar" with the Ventura County Behavioral Health.

## **ADVISORY COMMITTEE**

**JOSE GARCIA**- President of the Board of Directors for the California Healthcare Interpreting Association (CHIA) since 2007. Certified Interpreter by CHIA.

**LAURA HIROS** – Assistant Manager of Mary Kay U.S. Spanish Communications. Film Editor for Diario La Estrella (Dallas). Writer for Nexos Magazine.

**IVAN CARRILLO** – Integration Manager for Telemundo. From 2000-2014 Digital Publisher for Univision.

## **REFERENCES**

### **Doug Green**

La Piana Senior Consultant - 805-216-4149 – [green@lapiana.org](mailto:green@lapiana.org)

### **Claudia Armann**

McCune Foundation Executive Director –805-223-8373 -[claudia@mccunefoundation.org](mailto:claudia@mccunefoundation.org)

### **Vanessa Calderon**

English Learners Learning Design Coach -805-385-2578- [Vanessa.calderon@ouhsd.k12.ca.us](mailto:Vanessa.calderon@ouhsd.k12.ca.us)

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **February 1, 2017**

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

**CLEAR ADMINISTRATIVE SERVICES CREDENTIAL (CASC) PROGRAM MENTOR STIPEND (Vaca)**

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The Administrative Services Standards-based Credential Program is offered by the Ventura County Office of Education (VCOE) for novice administrators who possess a Preliminary Administrative Services Credential. Over the two year program, candidates are assessed on their growth toward becoming proficient in the California Professional Standards for Educational Leaders (CPSELs). Upon satisfactory completion of all program requirements, candidates are recommended for the Clear Administrative Services Credential. As part of the program, candidates must receive mentoring and job-specific coaching from an experienced school administrator. It is recommended that the District establish a fixed stipend for mentor principals at the rate of \$2000 per year for principals who participate in the CASC program as mentors.

**FISCAL IMPACT:** \$16,000 (For up to eight mentor principals) from the General Fund.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that a \$2,000 annual stipend be approved for mentor principals participating in the CASC program.

**ADDITIONAL MATERIAL(S):**

None

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: February 1, 2017

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-I: PRELIMINARY \_\_\_\_\_

SECTION A-II: REPORTS \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA  X

Agreement Category:

\_\_\_\_\_ Academic

\_\_\_\_\_ Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

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

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

### DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH OSSA (Cline)

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In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with OSSA are presented herewith for the Board’s information. On December 22, 2016, the Ventura County Office of Education provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

### FISCAL IMPACT

None.

### RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OSSA as presented.

### ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with OSSA (4 pages)

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Support Services Association (OSSA)

The proposed agreement covers the period:

Beginning: 7/1/2016

Ending: 6/30/2017

Employee Type:

Certificated: X

Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: February 1, 2017

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2016-17	Year 2 2017-18	Year 3 2018-19
1. Salary Schedule - Increase/(Decrease)	\$ 7,837,334	\$ 155,498 1.98%	\$ 155,498 1.98%	\$ 155,498 1.98%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 155,498 1.98%	\$ 0 0.00%	\$ 0 0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,645,840	\$ 62,080 3.77%	\$ 31,040 1.89%	\$ 31,040 1.89%
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 9,483,174	\$ 373,076 3.93%	\$ 186,538 1.97%	\$ 186,538 1.97%
7. Total Number (FTE) of Represented Employees	# 80	# 80	# 80	# 80
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 118,540	\$ 4,663 3.93%	\$ 2,332 1.97%	\$ 2,332 1.97%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b. - Annual Health/Welfare Benefit amount per FTE	\$	\$ %	\$ %	\$ %
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: \_\_\_\_\_

settlement is for 2% on schedule retro to July 1, 2016 and 2% off schedule. One time.

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

none

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

none

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

none

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

none

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

general fund ongoing revenues and ending balance for one time.

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

general fund.

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

N/A

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	164,420,797
b.	State Standard Minimum Reserve Percentage for this District		3%
c.	State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$65,000 for a district with less than 1,001 ADA)	\$	4,932,624

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	5,823,504
b.	General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	852,401
c.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e.	Total District Budgeted Unrestricted Reserves	\$	6,675,905

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



\_\_\_\_\_  
District Superintendent  
(Signature)

12-16-16

\_\_\_\_\_  
Date



\_\_\_\_\_  
District Chief Business Official  
(Signature)

12-16-16

\_\_\_\_\_  
Date



Disclosure of Collective Bargaining Agreement  
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 12/7/16)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	158,919,271			158,919,271
Remaining Revenues (8100-8799)	8,282,555			8,282,555
<b>TOTAL REVENUES</b>	<b>167,201,826</b>	<b>0</b>	<b>0</b>	<b>167,201,826</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	67,171,946			67,171,946
2000 Classified Salaries	19,127,971			19,127,971
3000 Employees' Benefits	30,910,286			30,910,286
4000 Books and Supplies	11,895,063			11,895,063
5000 Services and Operating Expenses	11,724,151			11,724,151
6000 Capital Outlay	3,225,000			3,225,000
7100-7499 Other	1,563,920			1,563,920
<b>TOTAL EXPENDITURES</b>	<b>145,618,337</b>	<b>0</b>	<b>0</b>	<b>145,618,337</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>21,583,489</b>	<b>0</b>	<b>0</b>	<b>21,583,489</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	(1,407,124)			(1,407,124)
<b>OTHER USES AND TRANSFERS OUT</b>	18,802,460			18,802,460
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>1,373,905</b>	<b>0</b>	<b>0</b>	<b>1,373,905</b>
<b>BEGINNING BALANCE</b>	11,737,000			11,737,000
<b>CURRENT YEAR ENDING BALANCE</b>	<b>13,110,905</b>	<b>0</b>	<b>0</b>	<b>13,110,905</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	65,000			65,000
Restricted (9740)	0			0
Committed (9750 / 9760)	0			0
Assigned (9780)	6,370,000			6,370,000
Reserve for Economic Uncertainties (9789)	5,823,504			5,823,504
Unappropriated Amounts (9790)	852,401	0	0	852,401

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

the amounts for a 2% on schedule and a 2% off schedule increase were included in the 1st Interim budgets.

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 2/1/17

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION A: PRELIMINARY \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT AGENDA \_\_\_\_\_

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

SECTION D: ACTION \_\_\_\_\_  
SECTION E: REPORTS/DISCUSSION \_\_\_\_\_  
SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

***Ratification of Change Order #1 to Bid #16-INF-02 ESC Lobby Remodel Project with GRD Construction (Cline/Fateh)***

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The Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities recommend that the Board of Trustees ratify Change Order #1 in the amount of \$7,787.00 for Bid 16-INF-02, ESC Lobby Remodel Project. The detailed scope of work including the credits and charges are attached.

Change Order amount of \$7,787.00 to the original contract price of \$149,270.00 with GRD Construction will result in a net change of 5.2%. This Change Order also extends the final completion of the project by twenty-two calendar days.

**FISCAL IMPACT**

\$7,787.00 to be paid out of 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 ratify Change Order #1 to Bid 16-INF-02, ESC Lobby Remodel Project with GRD Construction.

**ADDITIONAL MATERIAL**

1. Change Order #1 (2 Pages)



# CHANGE ORDER

Date: 01/12/17

CHANGE ORDER NO. 1

**PROJECT:** ESC Lobby Remodel Project  
**O.S.D. BID No.** 16-INF-02  
**O.S.D. Agreement No.** #16-187

**OWNER:** Oxnard School District  
 1051 South A Street  
 Oxnard, CA. 93030

**ARCHITECT** **Flewelling & Moody**  
**Architecture, Inc.**  
 815 Colorado Boulevard  
 Suite 200  
 Los Angeles, CA 90041-1722

**CONTRACTOR:** GRD Construction  
 4840 Market St., Ste. B  
 Ventura, CA 93003  
 Attn: Garry Oswald

**Architects Proj. No.:** 2736  
**D.S.A. File No.:** N/A  
**D.S.A. App. No.:** N/A

**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.....	\$	149,270.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$	0.00
ADJUSTED CONTRACT SUM.....	\$	149,270.00
<u>NET CHANGE -</u>	<u>\$</u>	<u>7,787.00</u>
Total Change Orders to Date: .....	\$	7,787.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.:.....	\$	157,057.00

Commencement Date: .....	December 8, 2016
Original Completion Date: .....	January 12, 2017
Original Contract Time: .....	35 Calendar Days
Time Extension for all Previous Change Orders: .....	0 Days
Time Extension for this Change Order (non-compensable): .....	22 Calendar Days
Adjusted Completion Date: .....	February 3, 2017

*RB*

Percentage .....

5.2%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Remove pair of existing doors to board room. Supply and install new pair of solid core paint grade doors and hardware in existing wood frame to allow Code compliant panic hardware installation for these doors.		\$6,502.00		
2.	Supply and install a central divider at each three display cases for additional support of the glass shelves.			\$718.00	
3.	Perform additional floor preparation and skim coating to address existing condition of the concrete slab.	\$567.00			
4.					
5.					
6.					
	<b>Totals</b>	<b>\$7,787.00</b>			

Total Change Order No. 1: .....\$ 7,787.00

\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR:  \_\_\_\_\_

DATE: 4/12/2017

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: Not Applicable

DATE: \_\_\_\_\_

DEPUTY SUPERINTENDENT BUSINESS AND FISCAL SERVICES: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

DEPUTY SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: N/A

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 2/1/17

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

\_\_\_\_\_X Facilities

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

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

**RATIFICATION OF SUPPLEMENTAL WAL #001 to WAL #002 WITH RINCON CONSULTANTS INC. FOR SOIL INVESTIGATION SERVICES FOR THE ELM RECONSTRUCTION PROJECT (Morales/Cline/CFW)**

The Oxnard School District (District) is proceeding with the Elm Reconstruction Project (Project). The Project includes the construction of a new school on the existing 6.1-acre site. Immediately following the new school's opening, work will begin to replace the original school with playfields.

In October 2016, the Board approved Work Authorization Letter (WAL) #002 with Rincon Consultants Inc. for soil investigation services for the Project. In December 2016, Rincon completed the required soil sampling field work pursuant to an expanded Department of Toxic Substances Control (DTSC) required work plan to incorporate additional samples on all sides of the existing buildings. Given this outcome and known DTSC requirements, the additional scope of work was evaluated and negotiated with Rincon Consultants, Inc. and was offset by the removal of activities no longer anticipated to be required by the DTSC. The required additional budget was therefore reduced from \$7,081.00 to \$3,161.00. This supplemental work authorization provides an additional budget of \$3,161.00. At this time, Trustees are requested to approve Supplemental WAL #001 to Work Authorization Letter #002 with Rincon Consultants, Inc. in order to ratify this action:

Master Agreement: #13-131

WAL: Supplemental WAL #001 to WAL #002

Consultant: Rincon Consultants, Inc.

Date Issued: February 2, 2017

Amount: \$3,161 (not to exceed)

**FISCAL IMPACT**

\$3,161 to be paid out of Measure R Bond 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 ratify Supplemental WAL #001 to WAL #002 with Rincon Consultants, Inc. for an amount not to exceed \$3,161.00 for soil investigation services for the Elm Reconstruction project.

## **ADDITIONAL MATERIAL**

Attached: Supplemental WAL #001 to WAL #002, Rincon Consultants, Inc. (6 Pages)  
WAL #002, Rincon Consultants, Inc. (7 Pages)  
Master Agreement #13-131, Rincon Consultants, Inc. (53 Pages)



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b> 5	<b>DATE:</b> 2/2/2017
<b>SITE NAME:</b> Elm Reconstruction Project	<b>DSA #</b>
<b>MASTER AGREEMENT #:</b> 13-131	<b>OPSC #</b>
<b>WAL #:</b> Supplemental #001 to WAL#002	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: 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**

Additional sampling and analysis was required to comply with Department of Toxic Substances Control (DTSC) requirements in regards to the Elm Reconstruction Project as outlined in the attached scope of work. This supplemental work authorization provides an additional budget of \$3,161 to allow for the required additional work.  
 (ATTACH ADDITIONAL PAGES AS NECESSARY)

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> Per Original WAL#002	<b>COMPLETION DATE:</b> Per Original WAL#002
---	--

**FIXED FEE AMOUNT:** \$3,161 (not to exceed)

*This fee amount is based upon Consultant's proposal dated 12/21/2016 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)

*12/22/16*

**FOR DISTRICT USE ONLY**

<b>PROJECT MANAGER:</b> Patricia Raphael Garcia (CFW)	<b>PREPARED BY:</b> Patricia Raphael Garcia (CFW)
<b>P.O. #</b>	<b>P.O. AMOUNT:</b>
<b>SOURCE OF FUNDS:</b> <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
<b>COST ID:</b> 6171 - Environmental Studies	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

**SPECIAL INSTRUCTIONS:**



**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
Ventura, California 93003

805 644 4455

FAX 644 4240

info@rinconconsultants.com  
www.rinconconsultants.com

December 21, 2016  
Project No. 16-03280

Patricia Raphael Garcia, Planning Associate  
Caldwell Flores Winters, Inc.  
815 Colorado Blvd., Suite 200  
Los Angeles, CA 90041  
Via email: [praphael@cfwinc.com](mailto:praphael@cfwinc.com)

**Revised Proposal to Conduct Additional Soil Sampling to Satisfy DTSC Requirements in Support of Phase I Addendum, Proposed Elm Street Elementary School Reconstruction Project, Oxnard, California**

Dear Ms. Raphael Garcia:

Rincon Consultants (Rincon) is pleased to submit this amendment to perform additional soil sampling 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. This version of the proposal has been revised to incorporate cost savings associated with tasks within the project's original scope of work that were subsequently found not to be required.

The proposed additional sampling is in response to input received from the Department of Toxic Substances Control (DTSC) during a teleconference held with them and representatives of Caldwell Flores Winters (CFW) and Rincon on December 15, 2016.

**ADDITIONAL PROJECT WORK SCOPE**

Input received from DTSC during the 12/15/16 teleconference resulted in the additional assessment scope as follows.

**Lead "step-out" soil sampling locations on north side of Main Building.** As part of Rincon's original work scope, we estimated that up to 15 soil-boring locations would be required to delineate the extent of lead-impacted soils on the north side of the Main Building. The discussion with DTSC resulted in the proposed placement of 9 additional borings for this purpose, based on their direction to provide "step-out" sampling locations to surround the four previous locations sampled by EORM in 2014.





**Sampling location for lead on the north side of the Cafeteria Building.** During the teleconference, DTSC directed that one sampling location for lead be placed in the area of bare soil located on the north side of the Cafeteria Building.

**Soil sampling for termiticides on all sides of Main Building and Cafeteria Building.** Following the 12/15/16 teleconference, DTSC confirmed that sampling of soils must be performed on all sides of both buildings, regardless of whether the adjacent ground comprised pavement or bare soil. This resulted in the addition of 14 soil borings to the sampling program. (It should be noted that four of these borings will be co-located with sampling locations from which lead samples will be collected).

The additional scope of work needed to satisfy the input from DTSC will comprise the following:

- A total of 71 soil samples will require analysis for lead. Given that a budget for 45 samples was included in the original project proposal, funding for an additional 26 samples will be required. Samples will be collected from depths of 0 to 6 inches below the ground surface (bgs); 2 to 2.5 feet bgs; and 4 to 4.5 feet bgs. Each sample will be analyzed by EPA Method 6010 on a standard 5-day turnaround basis.
- A total of 28 soil samples will be collected from 14 locations to assess the soils for the presence of termiticides; per DTSC guidance, these samples will be composited into 12 samples, and analyzed for organochlorine pesticides (OCPs) by EPA Method 8081A.

Due to the increased number of soil borings required to complete this assessment, we propose to collect the soil samples by means of a direct-push soil sampling rig. By using this sampling approach, we anticipate that the duration of the sample-collection field work will be reduced from three days to one day.

The scope of the original sampling did not anticipate the need to collect samples from beneath paved areas. Based on DTSC's direction to collect samples from areas to the south of the Main Building, we now anticipate that 8 locations will require concrete and/or asphalt coring.

Consistent with our original work scope, the results of the additional subsurface investigation will be submitted to OSD in a Draft Phase I Addendum Memorandum. Following approval from OSD, the document will be submitted to DTSC. The submitted report will be prepared in accordance with the guidelines outlined in the *School Environmental Assessment Manual* (August 2008 draft); the *Interim Guidance Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers* (Revised 06/09/06); and the *Preliminary Endangerment Assessment Guidance Manual* (January 1994, revised October 2015).



## AREAS OF PROJECT WORK-SCOPE REDUCTION

The original work scope for this project envisioned the development of a Preliminary Environmental Assessment (PEA) as a means of performing a Phase II Environmental Site Assessment at the Elm Street School property. In subsequent discussions with DTSC, it was determined that the process could be streamlined by instead following their guidance for implementation of a *Phase I Addendum* approach. By this means, the following aspects of Rincon's original work scope could either be reduced or eliminated:

**PEA Scoping Meeting and Work Plan Development.** The development of a formal Work Plan would no longer be required; however the equivalent of a Scoping Meeting was held during a series of teleconferences between DTSC, CFW, and Rincon. The original value of this cost element was **\$4,720**, which could be reduced by 50% (**\$2,360**) by the elimination of the Work Plan.

**PEA Public Meeting.** By pursuing a *Phase I Addendum* as a means of conducting this assessment, the need for a PEA Public Meeting was eliminated. The corresponding value of this cost element was **\$1,560**.

The combined value of the work scope reductions identified above is **\$3,920**.

## PROJECT COST

The cost for our services to perform the additional work scope described above and in Table 1 is **\$ 7,081**; subtracting the cost reduction of the original work scope by \$3,920 results in a net increase in project cost for the DTSC-required additional sampling effort is **\$3,161**. Combining this amount with the previously approved budget of **\$24,100**, the revised budget for this project is **\$ 27,261**.

Please note that the project costs shown in Table 1 are for the specific work scope tasks described in this proposal. Additional services not covered in this proposal will be provided on a time-and-materials basis, or at the Client's request, we will provide proposals for the additional work.

## ASSUMPTIONS

Our scope of work and cost for this project have incorporated the following assumptions:

- Groundwater investigation will not be required under this assessment.
- The proposed sampling activities can be conducted in one day.
- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the client. We will contact Underground Services Alert, however, it should be noted that USA often does not mark the locations of subsurface utilities located on private property.



- The subsurface is amenable to drilling using the method described in this proposal, and the sampling can be completed in the specified time frame. We will advise OSD of any such necessary revisions of the work scope (as well as additional costs) as soon as is practically possible.
- All areas of the site are accessible.
- Investigation-derived waste is not anticipated to be generated as part of this investigation, therefore waste-disposal costs are not included in this proposal.

## **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 call if you have any questions or require further clarification on this proposal.

Sincerely,

**RINCON CONSULTANTS, INC.**

A. Edward Morelan, PG, CEG  
Senior Engineering Geologist



<b>Table 1</b> <b>Cost Breakdown for Additional Phase I Addendum Work Scope</b> <b>Elm Street ES, Oxnard, CA</b>				
Item	Unit	Cost per Unit	Number of Units	Extension
<b>Phase I Addendum Additional Field Investigation Costs - Rincon</b>				
Rincon Environmental Scientist II	hour	\$100	4	\$400
Rincon Environmental Scientist I	hour	\$89	4	\$356
Rincon Senior Geologist	hour	\$185	2	\$370
Field equipment	lump sum	\$50	1	\$50
Miscellaneous field supplies	lump sum	\$100	1	\$100
<b>Subtotal</b>				<b>\$1,276</b>
<b>Phase I Addendum Additional Field Investigation Costs - Subcontractors</b>				
Direct-push Sampling Rig	day	\$ 2,875	1	\$2,875
Concrete Coring	lump sum	\$ 552	1	\$552
Laboratory analysis for lead - EPA 6010B	sample	\$ 20	26	\$520
Laboratory analysis for OCPs - EPA 8081A	sample	\$ 64	12	\$768
<b>Subtotal</b>				<b>\$4,715</b>
<b>Phase I Addendum: Memorandum Preparation (Additional preparation time)</b>				
Rincon Environmental Scientist II	hour	\$100	6	\$600
Rincon Senior Geologist	hour	\$185	1	\$185
Graphics	hour	\$90	1	\$90
Administration	hour	\$70	2	\$140
Miscellaneous Supplies	lump sum	\$75	1	\$75
<b>Subtotal</b>				<b>\$1,090</b>
<b>Total</b>				<b>\$7,081</b>



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b> 5	<b>DATE:</b> 9/21/2016
<b>SITE NAME:</b> Elm Reconstruction Project	<b>DSA #</b>
<b>MASTER AGREEMENT #:</b> 13-131	<b>OPSC #</b>
<b>WAL #:</b> 002	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	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 comply with Department of Toxic Substances Control (DTSC) requirements in regards to the Elm Reconstruction Project as outlined in the attached scope of work, work schedule, and not to exceed fees.  
*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> 9/22/2016	<b>COMPLETION DATE:</b> See attached estimated schedule
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**FIXED FEE AMOUNT:** \$24,100 (not to exceed)

*This fee amount is based upon Consultant's proposal dated 9/1/2016 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	
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT</b>	
<i>Lise A. Franz</i>	<i>[Signature]</i>	<i>9/9/16</i>
(SIGNATURE)	(SIGNATURE)	(DATE)
	<i>10-6-16</i>	
	(DATE)	

**FOR DISTRICT USE ONLY**

<b>PROJECT MANAGER:</b> Patricia Raphael Garcia (CFW)	<b>PREPARED BY:</b> Patricia Raphael Garcia (CFW)
<b>P.O. #</b>	<b>P.O. AMOUNT:</b>
<b>SOURCE OF FUNDS:</b> <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
<b>COST ID:</b> 6171 - Environmental Studies	

<i>Patricia Raphael Garcia</i>	<i>9/12/16</i>
(PM APPROVAL SIGNATURE)	(DATE)

**SPECIAL INSTRUCTIONS:**

## Elm Reconstruction Project

### DTSC Compliance Scope of Work

Below please find two potential paths developed for the implementation of a Preliminary Environmental Assessment (PEA) or equivalent in an effort to satisfy requirements of the California Department of Toxic Substances Control (DTSC) for the reconstruction of the Elm Street Elementary School.

These include Option 1: the development of a PEA, following the standard DTSC process, but without the submittal of a Phase I Environmental Site Assessment (ESA); and Option 2: the preparation of a Phase I ESA, accompanied by the submittal of an existing Phase II investigation that has already been conducted for the site ("PEA Equivalent" report), and an Extended Phase I investigation.

Please note that for the sake of the preparation of this proposal, we assume that the DTSC process can be successfully concluded based on the results of the existing PEA Equivalent document and the additional Extended Phase I investigation (i.e., without the need to conduct soils remediation at the school). If the results of these investigations indicate that soils remediation is required, then additional actions and DTSC involvement will be required in the form of a Removal Action Workplan / Remedial Action Plan and its related implementation.

#### **OPTION 1: Scope of Work to Implement a PEA (without Phase I ESA and PEA Equivalent Submittal):**

- Assist OSD with the DTSC oversight application process.
- Organize and attend a PEA Scoping Meeting with DTSC.
- Prepare a PEA Work Plan for submittal to DTSC.
- Contact Underground Services Alert (USA) to mark areas where underground public utilities might be located in the drilling areas.
- Conduct soil sampling along the northern side of the existing school administration building to determine the extent of elevated levels of lead present in the unpaved landscape area. Soil sampling results collected in January 2014 will guide the placement of the additional borings.
- Advance the soil borings to delineate the lateral and vertical extent of soils that have been impacted by lead.
- Analysis of soil samples for lead by EPA Method 6010B.
- Evaluate potential risk to human health and the environment for lead, using established DTSC screening levels and risk models.
- Prepare a PEA Report documenting investigation findings.
- Conduct a Public Meeting for the purpose of presenting the results of the PEA.

#### **OPTION 2: Scope of Work to Perform Phase I ESA / Extended Phase I ESA / Submit Existing PEA Equivalent Submittal):**

- Assist OSD with the DTSC oversight application process.
- Organize and attend a Preliminary Project Meeting with DTSC.
- Prepare a Phase I Environmental Site Assessment (ESA) with CDE Checklist for submittal to DTSC.
- Submit existing Phase II ESA Report on behalf of OSD to DTSC as a "PEA Equivalent" document.

- Submit Extended ESA Phase I Sampling Plan to DTSC.
- Contact Underground Services Alert (USA) to mark areas where underground public utilities might be located in the drilling areas.
- Conduct Extended Phase I soil sampling along the northern side of the existing school administration building to determine the extent of elevated levels of lead present in the unpaved landscape area. Soil sampling results collected in January 2014 will guide the placement of the additional borings.
- Advance the soil borings to delineate the lateral and vertical extent of soils that have been impacted by lead.
- Analysis of soil samples for lead by EPA Method 6010B.
- Evaluate potential risk to human health and the environment for lead, using established DTSC screening levels and risk models.
- Prepare an Extended Phase I Report which documents investigation findings to DTSC.

## Elm Reconstruction Project

### DTSC Compliance Schedule

Please note that the following Schedule Options have been developed utilizing typical review times taken by DTSC (30 days); internal reviews performed and resolved in 5 working days; and laboratory analytical turnaround times of 5 working days. Reduction in the duration of any of these tasks can result in a reduction in the task delivery date by that corresponding amount of time.

**OPTION 1: DTSC Compliance Schedule –**  
**Assumes PEA Implementation Without Phase I**  
**(Assumes 9/22/16 NTP)**

PEA Task	Task Target Date
Hold Project Kick-off Meeting	9/29/16
Conduct PEA Scoping Meeting with DTSC	10/14/16
Prepare Administrative Draft of PEA Work Plan for OSD Review	10/28/16
Issue PEA Work Plan for DTSC Review	11/4/16
Incorporate DTSC Comments and issue Final PEA Work Plan	12/2/16 (assumes 30-day DTSC Review Period)
Perform Utility Clearance Activities	12/16/16
Perform PEA Field Investigation	12/19/16
Prepare Administrative Draft PEA Report for OSD Review	1/9/17
Prepare and Issue Draft PEA for DTSC Review	1/16/17
Address DTSC Comments and issue Draft PEA for Public Review	2/23/17 (assumes 30-day DTSC Review Period)
Hold PEA Public Meeting	3/1/17
Produce Final PEA Report	3/21/17 (assumes 30-day Public Review Period)



**OPTION 2: DTSC Compliance Schedule –  
Assumes Extended Phase I / PEA Equivalent Course of Action  
(Assumes 9/22/16 NTP)**

PEA Task	Task Target Date
Hold Project Kick-off Meeting	9/29/16
Conduct Preliminary Project Meeting with DTSC	10/13/16
Prepare Administrative Draft Phase I / PEA Equivalent / Extended Phase I Work Plan for OSD Review	11/10/16
Issue Draft Phase I / PEA Equivalent / Extended Phase I Work Plan for DTSC Review	11/18/16
Incorporate DTSC Comments and issue Final Phase I / PEA Equivalent / Extended Phase I Work Plan	12/23/16 (assumes 30-day DTSC Review Period)
Perform Utility Clearance Activities	12/27/16
Perform PEA Field Investigation	12/29/16
Prepare Administrative Draft Extended Phase I Report for OSD Review	1/19/17
Prepare Draft Extended Phase I Report for DTSC Review	1/26/17
Address DTSC Comments and Issue Final Extended Phase I Report to DTSC	3/2/17 (assumes 30-day DTSC Review Period)

## DTSC Compliance Fee Schedule

### Cost Breakdown for Proposed PEA

Item	Unit	Cost per Unit	Number of Units	Extension
<b>PEA Scoping Meeting and Work Plan Development</b>				
Rincon Environmental Scientist	hour	\$110	16	\$1,760
Rincon Senior Geologist	hour	\$185	8	\$1,480
Rincon Principal	hour	\$220	4	\$880
Graphics	hour	\$90	4	\$360
Administration	hour	\$70	2	\$140
Miscellaneous supplies and costs	lump sum	\$100	1	\$100
<b>Subtotal</b>				<b>\$4,720</b>
<b>PEA Investigation - Rincon Costs</b>				
Rincon Environmental Scientist – marking/boring clearance	lump sum	\$200	1	\$200
Rincon Environmental Scientist - Field oversight and sample collection	day	\$950	1	\$950
Rincon Field Technician	day	\$900	1	\$900
Rincon Senior Geologist	hour	\$185	4	\$740
Rincon Principal	hour	\$220	2	\$440
Field equipment and vehicle	day	\$200	1	\$200
Miscellaneous field supplies	day	\$100	1	\$100
Trimble GPS unit - submeter accuracy	day	\$190	1	\$190
<b>Subtotal</b>				<b>\$3,720</b>
<b>PEA Investigation - Subcontractor Costs</b>				
Laboratory analysis for lead - EPA 6010B	sample	\$20	45	\$900
<b>Subtotal</b>				<b>\$900</b>
<b>PEA Report Preparation</b>				
Rincon Environmental Scientist	hour	\$110	24	\$2,640
Rincon Senior Geologist	hour	\$185	8	\$1,480
Rincon Principal	hour	\$220	2	\$440
Graphics	hour	\$90	6	\$540
Administration	hour	\$70	3	\$210
Miscellaneous Supplies	lump sum	\$150	1	\$150
<b>Subtotal</b>				<b>\$5,460</b>
<b>PEA Public Meeting</b>				
Rincon Senior Geologist	hour	\$185	4	\$740
Rincon Principal	hour	\$220	2	\$440
Graphics	hour	\$90	2	\$180
Miscellaneous Supplies	lump sum	\$200	1	\$200
<b>Subtotal</b>				<b>\$1,560</b>
<b>Total</b>				<b>\$16,360</b>

**Cost Breakdown for Attending Preliminary DTSC Meeting and  
Development of Phase I ESA with CDE Checklist  
(Separate discretionary fee should DTSC require a separate Phase  
I ESA Report)**

Item	Unit	Cost per Unit	Number of Units	Extension
<b>Conduct Preliminary Project Meeting with DTSC</b>				
Rincon Senior Geologist	hour	\$185	8	\$1,480
Rincon Principal	hour	\$220	8	\$1,760
Miscellaneous supplies and costs	lump sum	\$100	1	\$100
<b>Subtotal</b>				<b>\$3,340</b>
<b>Perform Phase I ESA with CDE Checklist</b>				
Rincon Environmental Scientist	hour	\$110	20	\$2,200
Rincon Senior Geologist	hour	\$185	4	\$740
Rincon Principal	hour	\$220	2	\$440
Graphics	hour	\$90	4	\$360
Administration	hour	\$70	3	\$210
Procure Environmental Database Report	lump sum	\$450	1	\$450
<b>Subtotal</b>				<b>\$4,400</b>
<b>Total</b>				<b>\$7,740</b>

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **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.

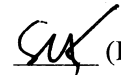
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that 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.

*SUS* (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

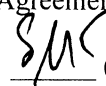
elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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.
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:

 (Initials)

**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

Project #13-131

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



Not Project Related

Project #13-131

**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:

<b>Document/Study</b>	<b>Estimated Costs</b>
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.*

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
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

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

**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

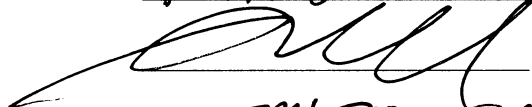
AND/OR

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

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- 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.





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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**  
**Program Manager for Oxnard School District**  
**1901 Victoria Ave, Suite 106**  
**Oxnard, CA 93035**  
**ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)**

PROJECT: Project Name/Site  
 PROJECT #: Project #  
 PROJECT TYPE: New Const./Modernization  
 DATE: Date of Invoice  
 INVOICE #: Invoice #  
 PERIOD COVERED: Billing Period of Invoice  
 PO #: Purchase Order #

SUBCONTRACTOR: VENDOR NAME  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_

STEP 2      STEP 1

do not enter in this column if changes automatically  
 step 2 cover this value  
 step 1 manually enter values from last month's green column into this column  
 do not enter in this column if changes automatically  
 do not enter in this column if changes automatically

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>					<b>\$0.00</b>		

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

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### 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 (tmiddlestadt@cfvinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



# 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  <b>LEGENDS ENVIRONMENTAL INS.SVCS,LLC</b> 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	NAIC # A IX
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 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	<b>AUTOMOBILE LIABILITY</b> <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	<b>UMBRELLA LIAB</b> <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
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>PROF LIABILITY/ CLMS MDE</b> <b>TRANSPORTATION COV. /CLMS MDE</b>	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.

<b>CERTIFICATE HOLDER</b>  OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**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.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	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.

<b>Additional Insured(s)</b>	<b>Specified Project</b>
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

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	
	PHONE (A/C, No, Ext): (805) 585-6732 FAX (A/C, No): (805) 585-6832 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:	

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"/> PRO-JECT <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 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 EXCESS LIAB DED RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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 <input type="checkbox"/>	N/A	EQB0201324	2/1/2013	2/1/2014 <input checked="" type="checkbox"/> WC STATUTORY 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)  
AUTO: Oxnard School District and its repective 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



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## COMMERCIAL AUTO GOLD ENDORSEMENT

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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

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 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 \_\_\_\_\_



**BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/1/17

**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

  **X**   Facilities

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

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

**Ratification of Change Order No. 002 to the Construction Services Agreement # 15-198, with Swinerton Builders 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 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.

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.

Zero Cost Change Order No. 001 received Ratification from the Board of Trustees during the regular meeting of October 19, 2016. Change Order No. 001 provided for an adjustment to the starting date of the project, and for language changes to Section 10 of the Construction Services Agreement.

This recommended agenda item provides for the Board’s ratification of Change Order No. 002. During grading operations for Classroom Building 1, unidentified, unforeseen underground obstructions were encountered that required their removal and disposal. On June 8, 2016, a section of sixteen-inch (16”) diameter concrete pipe was discovered.

The pipe was inactive and the discovery did not interfere with the Lemonwood School's daily operation. Efforts were implemented, and an approximate eighty feet (80') of this pipe was removed. During grading operations on July 7, 2016, at a location approximately forty feet (40') south from the location of the sixteen-inch (16") diameter concrete pipe, two (2) sections of two-inch (2") diameter abandoned steel petroleum pipelines were encountered. These pipe lines were also inactive and the discovery did not interfere with the Lemonwood School's daily operation.

The Project Environmental Consultant ATC Group Services was contacted to perform observation and testing to assure compliance with the Department of Toxic Substance Control ("DTSC") as required when discovery of previously unknown potential contaminants have been encountered. Full compliance with DTSC requirements has been accomplished.

### **FISCAL IMPACT**

Thirteen Thousand Two Hundred Thirty-Four Dollars and Seventeen Cents (\$13,234.17) to be paid out of Measure 'R' funds.

### **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 002 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. 002 (2 Pages)  
                  Swinerton Builders PCI #0011 (11 Pages)  
                  Swinerton Builders PCI #0016 (35 Pages)  
                  Construction Services Agreement #15-198 (19 Pages)



# CHANGE ORDER

Date: 12.07.2016

CHANGE ORDER NO. 002

**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).....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 0.00
NET CHANGE -	\$ 0.00

Total Change Orders to Date: 002..... \$ 13,234.17

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 002..... \$ 29,589,132.08

Anticipated Commencement Date.....	<b>May 4, 2016</b>
Actual Commencement Date: .....	May 23, 2016
Original Completion Date: .....	July 04, 2018
Original Contract Time: .....	791 Calendar Days
Time Extension for all Previous Change Orders: .....	Zero Days
Time Extension for this Change Order: .....	Zero Days
Adjusted Completion Date: .....	July 23, 2018

Percentage ..... **0 Percent**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI No. 0011 Unforeseen Subsurface Concrete Pipe at Classroom Building No. 1	\$6,379.48			
2.	PCI No. 0016 Unforeseen Subsurface Abandoned Petroleum Pipe Lines at Classroom Bldg. No. 1	\$6,854.69			
3.					
4.					
	Totals	\$13,234.17			

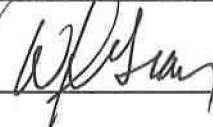
Total Change Order No. .... \$ 13,234.17

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: 

DATE: 11/14/16

CONTRACTOR: 

DATE: 11/15/16

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



29 September 30, 2016

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Lisa Cline

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0011 Provide access to and remove unforeseen RCP in Geo-Grid zone at Classroom Building

Dear Ms. Cline ,

We request a Change Order to our contract for the following:

Existing 16" pipe encountered within the Classroom Building over excavation/Geo Grid zone. Per direction of CFW, Inc. Swinerton has been instructed to obtain pipe surveillance services to survey pipe and any ancillary piping. ATC arrived on site 6-9-16 to obtain sample of pipe material for testing. After pipe deemed OK to remove, pipe was removed in conjunction with geo grid installation. Pipe disposed of off site.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Video pipe	CITY COMMERCIAL PLUMBING, INC.	449.00
310010	71140	Provide access to pipe for video. Remove pipe from excavation area and dispose off site.	GROUNDBREAKERS CONSTRUCTION INC	4,895.82
			<b>Subtotal</b>	<b>5,344.82</b>
007480	71160	Subguard	1.15%	61.47
007410	71160	Builders Risk	0.6%	32.44
007420	71160	General Insurance	1.15%	62.17
007480	71160	P&P Bond	1%	53.45
991000	79999	Fee	15%	825.13
			<b>Markup Subtotal</b>	<b>1,034.66</b>
			<b>PCI Total</b>	<b>6,379.48</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **6,379.48.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 23 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



  X   We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

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Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded 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: 9/29/2016

Quotation accepted by:  
Oxnard School District

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

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

# Bill Gray

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**From:** Ed Westland <ewestland@cfwinc.com>  
**Sent:** Friday, June 10, 2016 3:26 PM  
**To:** Emilio Flores; Caldwell Flores Winters; Yuri Calderon  
**Cc:** Manuel Barrios; Aielo Jimenez; Greg Grant; Bill Gray; Michael Darquea  
**Subject:** FW: Cost estimate for emergency asbestos testing

Please read below. The Pipe is clean, no asbestos. It can now be removed.  
We will be running a camera down the pipe on Monday AM to determine if there are any laterals, etc. which would add to the time and cost of removal.

## *Edward H. Westland*

Senior Program Executive  
**Caldwell Flores Winters, Inc.**  
6425 Christie Ave. Suite 270  
Emeryville, CA 94608  
510.596.8180 [O]  
925.478.1570 [M]  
[ewestland@cfwinc.com](mailto:ewestland@cfwinc.com)  
[www.cfwinc.com](http://www.cfwinc.com)

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**From:** Ben Chevlen [mailto:ben.chevlen@atcassociates.com]  
**Sent:** Friday, June 10, 2016 2:43 PM  
**To:** Ed Westland  
**Cc:** Patricia Raphael; Aielo Jimenez; Yuri Calderon  
**Subject:** RE: Cost estimate for emergency asbestos testing

Ed – We received the lab report back; the sample did not contain any detectable concentrations of fibrous materials. We are aiming to get the finalized letter report (and the proposal) back to you before the end of the day. Let me know if you have any questions.

**Benjamin Chevlen, PG, CEM** | PROGRAM MANAGER | **ATC Group Services LLC**  
+1 805 496 1217 | +1 916 425 4849 mobile

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25 Cupania Circle | Monterey Park, CA 91755  
+1 323 517 9781 fax | [ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com) | [www.atcgroupservices.com](http://www.atcgroupservices.com)

**\*\*Effective May 31<sup>st</sup>, 2016, my [ben.chevlen@cardno.com](mailto:ben.chevlen@cardno.com) e-mail address will no longer be in use. Please update my e-mail address if you've not done so already.\*\***

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**From:** Ed Westland [mailto:[ewestland@cfwinc.com](mailto:ewestland@cfwinc.com)]

**Sent:** Friday, June 10, 2016 10:22 AM

**To:** Ben Chevlen <[ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com)>

**Cc:** Patricia Raphael <[praphael@cfwinc.com](mailto:praphael@cfwinc.com)>; Aiello Jimenez <[ajimenez@cfwinc.com](mailto:ajimenez@cfwinc.com)>; Yuri Calderon <[yca Calderon@cfwinc.com](mailto:yca Calderon@cfwinc.com)>

**Subject:** RE: Cost estimate for emergency asbestos testing

Yes, please submit a formal change order for this work. Your costs appear to be consistent with other firms I have worked with on similar circumstances. I know that Swinerton will be submitting a change order as well for removal of an unforeseen condition and I want to keep all related costs for that removal as one item.

Thanks!

*Edward H. Westland*

Senior Program Executive

**Caldwell Flores Winters, Inc.**

6425 Christie Ave. Suite 270

Emeryville, CA 94608

510.596.8180 [O]

925.478.1570 [M]

[ewestland@cfwinc.com](mailto:ewestland@cfwinc.com)

[www.cfwinc.com](http://www.cfwinc.com)

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**From:** Ben Chevlen [mailto:[ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com)]

**Sent:** Friday, June 10, 2016 9:57 AM

**To:** Ed Westland

**Cc:** Patricia Raphael; Aiello Jimenez

**Subject:** Cost estimate for emergency asbestos testing

Ed – I wanted to let you know that we should have the lab data for yesterday’s asbestos testing by the end of today. With regards to the costs, I know that Patricia had setup a change order to the WAL for the additional lab sampling; let me know if you want me to submit a formal proposal for the work we performed yesterday, or if you want to go the same approach on this additional work. For the emergency asbestos testing, the total cost is \$1,415.

This cost assumes 4 hours Sr. PM time (85/hr) to setup the work, 6 hours Scientist (75/hr) to drive to/from and perform the sampling, 2 hours Clerical (35/hr), \$20 for lab costs, and a \$535 lump sum to cover the preparation of the necessary letter report and reimbursable expenses such as mileage charges).

I understand that the OSD won’t be meeting for some time, so the official change order may not be finalized for some time; however, let me know when you have a moment as to whether you will want us to submit a formal change order proposal for this work.

**Benjamin Chevlen, PG, CEM** | PROGRAM MANAGER | **ATC Group Services LLC**

+1 805 496 1217 | +1 916 425 4849 mobile

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25 Cupania Circle | Monterey Park, CA 91755

+1 323 517 9781 fax | [ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com) | [www.atcgroupservices.com](http://www.atcgroupservices.com)

**\*\*Effective May 31<sup>st</sup>, 2016, my [ben.chevlen@cardno.com](mailto:ben.chevlen@cardno.com) e-mail address will no longer be in use. Please update my e-mail address if you’ve not done so already.\*\***



June 14, 2016

Swinerton Builders  
2200 Carnegie Ct.  
Oxnard, CA 93033  
ATTN: Bill Gray

**RE: RFI 0017 – Unforeseen Reinforced Concrete Pipe**

Dear Mr. Gray:

We have received your notification and RFI 0017 related to encountering an unforeseen 16" reinforced concrete pipe. The District has performed testing of the pipe material and determined that the pipe does not contain any asbestos materials. Per our direction, Swinerton also had their subcontractor perform a camera inspection of the unforeseen pipe and did not locate any tie-ins between the eastern boundary of the site and the existing eastern edge of the teachers parking lot.

Based on the above information, the District hereby directs Swinerton to remove the pipe within the project limits from its easternmost extent adjacent to the city storm drain main and the eastern edge of the existing teachers parking lot and cap the pipe at each end. Swinerton shall perform this work on a time and material basis, and costs related to this shall be reimbursed from the Project Contingency.

Sincerely,

EDWARD WESTLAND  
Printed Name

6/15/16  
Date

[Handwritten Signature]  
Signature

CFW, Inc.  
1901 South Victoria Ave., No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office



# Grading • Excavation • Concrete

2292 Hayride Rd P.O. Box 520 Lebec, CA 93243

Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License#823501

## Proposal / Contract

Date 9/23/16

Estimate # 1625

**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:** T&M - Irrigation Line  
**Engineer:**  
**Drawing Info:**  
**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	<u>Scope of Work</u>	Quantity	Amount
EX	T&M Irrigation line removal EX - Extras/Others See attached for backup		4,895.82

Work to commence on or before \_\_\_\_\_ and to be completed within \_\_\_\_\_ working days.

**Total** **\$4,895.82**

Customer Signature

Date

GBC Inc. Signature

Date

Please, read and initial the Ground Breakers General Contract for Products and Services on the reverse side.

Scope:  
Irrigation Line  
Removal

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
			\$0.00	\$0.00	PC270	\$88.43	10.00	\$884.30	10.00	\$77.65	7.00	\$60.91	\$1,202.87	\$2,087.17
			\$0.00	\$0.00	WA500	\$216.00	4.00	\$864.00	4.00	\$77.65	0.00	\$60.91	\$310.60	\$1,174.60
			\$0.00	\$0.00	T-650	\$73.58	2.00	\$147.16	2.00	\$77.65	0.00	\$60.91	\$155.30	\$302.46
Sub-Total				\$0.00				\$1,895.46					\$1,668.77	\$3,564.23

		M/U		Fuel:		Gall./hr.	Hours	\$3.50/Gall.	
Total Material	\$0.00	0.00		PC270	10.00	11.00	\$3.50	\$385.00	
Total Equipment	\$2,588.46	388.27		WA500	4.00	19.00	\$3.50	\$266.00	
Total labor	\$1,668.77	250.32		T-650	2.00	6.00	\$3.50	\$42.00	
<b>Total Cost</b>			<b>\$4,895.81</b>	84" Roller	0.00	8.00	\$3.50	\$0.00	
				D41	0.00	4.00	\$3.50	\$0.00	
				Fuel Total				\$693.00	



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243  
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

**DAILY T&M CONTRACT log sheet**

Date: 6-9-2016

Customer Name: SWINERTON

GBC Job #: \_\_\_\_\_

Job Name / Address: \_\_\_\_\_

Customer Job #: 1607

Description of Work: POTHOLE EXISTING IRRIGATION LINE

**Equipment Mobilization \*\*SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET\*\***

IN / OUT	Machine	Carrier	Rate	Total

**Labor Record**

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>LENNY PUTT</u>					1		
<u>LLOYD PUTT</u>					1		
<u>J. Arredondo</u>							

**Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)**

Type	Machine	Hours	Rate	Total
<u>PC270</u>	<u>EXCAVATOR</u>	1		
<u>TE-650</u>	<u>SKID STEER</u>	1		

**Material Record**

**Quantity**

**Total**

<u>VERIFY TIME &amp; EQPMT. ONLY</u>		
<u>VERIFY TIME &amp; EQUIP. ONLY - Dual Lens</u>	<u>10R</u>	

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 84IN / Bomag BW177 / Stone Smooth Drum
Trucks	Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wacker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

Approved By:

*[Signature]*

Client

SWINERTON

Contractor

Subtotal:

8% Overhead:

10% Profit:

**Total:**



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243  
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

**DAILY T&M CONTRACT log sheet**

Date: 6-10-2016

Customer Name: SWINERTON

GBC Job #: \_\_\_\_\_

Job Name / Address: \_\_\_\_\_

Customer Job #: 1607

Description of Work: dig - OUT SMALL POPOUT ON BUILDING 1  
ALSO POT HOLE IRRIGATION LINE FOR CAMERA  
ACCESS AS DIRECTED

**Equipment Mobilization \*\*SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET\*\***

IN / OUT	Machine	Carrier	Rate	Total

**Labor Record**

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>LENNY PUTT</u>					<u>3</u>		
<u>LOYD PUTT</u>					<u>3</u>		
<u>J. ARAGONDO</u>					<u>1</u>		

**Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)**

Type	Machine	Hours	Rate	Total
	<u>270 EXCAVATOR</u>	<u>1</u>		
	<u>650 SKID STEER</u>	<u>1</u>		

**Material Record**

Quantity

Total

<u>VERIFY TIME &amp; EQNT. ONLY</u>		

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 84IN / Bomag BW177 / Stone Smooth Drum
Trucks	Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wacker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

<b>Approved By:</b> <u>[Signature]</u>	Subtotal:
Client	8% Overhead:
<u>SWINERTON</u>	10% Profit:
Contractor	<b>Total:</b>



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243  
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

**DAILY T&M CONTRACT log sheet**

Date: 6-30-2016

GBC Job #: 1607

Customer Name: SWINERTON

Customer Job #: \_\_\_\_\_

Job Name / Address: \_\_\_\_\_

Description of Work: IRRIGATION LINE REMOVAL

**Equipment Mobilization \*\*SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET\*\***

IN / OUT	Machine	Carrier	Rate	Total
	<u>EXCAVATOR</u>			
	<u>LOADER</u>			
	<u>10-WHEELER</u>			

**Labor Record**

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>Lloyd PITT</u>					<u>8</u>		
<u>C. MARTIN</u>					<u>4</u>		

**Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)**

Type	Machine	Hours	Rate	Total
	<u>EXCAVATOR</u>	<u>8</u>		
	<u>LOADER</u>	<u>4</u>		
	<u>10-WHEELER (SUPER)</u>	<u>1</u>		

**Material Record**

	Quantity	Total
<u>DUMP FEES</u>	<u>1</u>	<u>200</u>
<u>VERIFY TIME &amp; EQUIPMENT ONLY</u>		

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 84IN / Bomag BW177 / Stone Smooth Drum
Trucks	Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wacker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

Approved By: <u>Paul Verno - 10R</u>	Subtotal:
 SWINERTON Client	8% Overhead:
	10% Profit:
 Contractor	<b>Total:</b>

## SUBCONTRACTOR HOURLY LABOR WAGE RATE

Subcontractor Name: GroundBreakers Construction Inc.

Trade:			Rate Effective From:	4/23/2015					
Class:			Rate Effective Until:	6/1/2016					
Description			Laborer			Operator Engineer			
			Straight	Overtime	Dbl. Time	Straight	Overtime	Dbl. Time	
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	
	SUI/ETT - _____% 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 \_\_\_\_\_

# QUINN



## Rental Quote Quote Y50971

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**

Bill to: Customer: **271978**  
**GROUND BREAKERS CONSTRUCTION**  
**ATTN ACCOUNTS PAYABLE**  
**P O BOX 520**  
**LEBEC, CA 93243-0520**

Jobsite: **TO BE DECIDED**  
Contact: **MARTY**  
Phone: **661-343-2645**  
**TO BE DECIDED**

Signed By:  
Order By: **MARTY**

Written By: **DEBRABOROSS**  
Sales Rep: **OXNARD H ACCOUNT**  
PO #: **TBD**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTAL	
<b>Rental Items</b>						
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
<b>Miscellaneous Items</b>						
1	ENV REC FEE (T) State 7.5% City 0.5% Total Tax: 8%			1.00 %		44.4
				<b>Total:</b>	<b>4,843.15</b>	<b>358.7</b>

### AGREEMENT AND ACKNOWLEDGEMENT

I, 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 ("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**

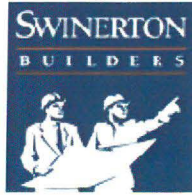
**( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE**

SIGNED 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**





29 September 2016

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Lisa Cline

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0016 Remove and dispose existing abandoned petroleum pipes and contaminated soils

Dear ,

We request a Change Order to our contract for the following:

Abandoned petroleum pipes were discovered within the Classroom building footprint. Per the direction of CFW and their consultant ATC Swinerton has been directed to remove piping for future disposal and removal of contaminated soils to sealed drum(s) for future disposal

Phase	Category	Description	Subcontractor	Quote
013520	71130	Safety & Environmental (Home Depot Charges)		365.52
024100	71140	Transport and dispose contaminated soils	AMERICAN INTEGRATED SERVICES, INC.	1,500.00
310010	71140	Remove pipe and contaminated soils	GROUNDBREAKERS CONSTRUCTION INC	3,880.50
			<b>Subtotal</b>	<b>5,746.02</b>
007480	71160	Subguard	1.15%	66.08
007410	71160	Builders Risk	0.6%	34.87
007420	71160	General Insurance	1.15%	66.84
007480	71160	P&P Bond	1%	53.81
991000	79999	Fee	15%	887.07
			<b>Markup Subtotal</b>	<b>1,108.67</b>
			<b>PCI Total</b>	<b>6,854.69</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **6,854.69.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 12 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X  We **HAVE** 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 has proceeded 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: \_\_\_\_\_

9/29/2016

Quotation accepted by:  
Oxnard School District

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

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



July 26, 2016

COR Proposal # 36114-001

**Attention: Bob Grey – Project Manager**

Swinerton Builders  
865 South Figueroa Street  
Suite 3000  
Los Angeles, CA 90017

**Subject: Lemonwood - Haz Soil Removal**

Located at: 2200 Carnegie Ct, Oxnard, CA 93033

**Task Item:**

1. Remove Impacted Soil

- American Integrated Services proposes to provide all equipment, labor, and materials for the removal, transportation, and disposal of approximately 8.5 tons of TPH impacted soil.

Total: **\$1,500.00**

**Notes and Conditions:**

- A. Project scope based on up to (1) mobilization. Additional moves will be charged at \$3,000.00 each.
- B. AIS has the right to withdraw or modify this proposal, if not accepted in writing within 90 days of the above date.
- C. Price assumes no Third Party Air Monitoring, engineering, utility locate or testing other than as described above.

If you have any questions, or need additional information or clarification, please feel free to contact me at (310) 522-1168 or by cell phone at (916) 761-0069.

Respectfully Submitted,  
American Integrated Services, Inc.

***Dan Wallace***  
***Project Manager***

Accepted By: -----

Signature: -----

Date: -----



# Grading • Excavation • Concrete

2292 Hayride Rd P.O. Box 520 Lebec, CA 93243

Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License#823501

## Proposal / Contract

Date 9/23/16

Estimate # 1624

### 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: T&M  
Engineer:  
Drawing Info:  
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	<u>Scope of Work</u>	Quantity	Amount
EX	T&M Removal of Oil Lines EX - Extras/Others See attached for backup		3,880.50

Work to commence on or before \_\_\_\_\_ and to be completed within \_\_\_\_\_ working days.

**Total** **\$3,880.50**

Customer Signature

Date

GBC Inc. Signature

Date

Please, read and initial the Ground Breakers General Contract for Products and Services on the reverse side.

Scope:  
Oil Line &  
Removal

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
55 gallon drums	\$595.37	1.00	\$595.37	\$595.37	PC270	\$88.43	4.00	\$353.72	4.00	\$77.65	13.00	\$60.91	\$1,102.43	\$2,051.52
			\$0.00	\$0.00	WA500	\$216.00	0.00	\$0.00	6.00	\$77.65	0.00	\$60.91	\$465.90	\$465.90
			\$0.00	\$0.00	T-650	\$73.58	4.00	\$294.32	4.00	\$77.65	0.00	\$60.91	\$310.60	\$604.92
Sub-Total				\$595.37				\$648.04					\$1,878.93	\$3,122.34
		M/U			Fuel:		Gall./hr.	Hours	\$3.50/Gall.					
Total Material	\$595.37	89.31	\$684.68		PC270	12.00	4.00	\$3.50	\$168.00					
Total Equipment	\$900.04	135.01	\$1,035.05		WA500	11.00	0.00	\$3.50	\$0.00					
Total labor	\$1,878.93	281.84	\$2,160.77		T-650	6.00	4.00	\$3.50	\$84.00					
<b>Total Cost</b>			<b>\$3,880.49</b>		84" Roller	5.00	0.00	\$3.50	\$0.00					
					D41	8.00	0.00	\$3.50	\$0.00					
					Fuel Total				\$252.00					



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243  
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

**DAILY T&M CONTRACT log sheet**

Date: 7-8-2016

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

GBC Job #: 1607

Job Name / Address: \_\_\_\_\_

Customer Job #: Lemonwood

Description of Work: REMOVAL of two 2" oil lines - AND DUST CONTROL FOR THIS OPERATION

**Equipment Mobilization \*\*SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET\*\***

IN / OUT	Machine	Carrier	Rate	Total

**Labor Record**

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>L. PUTT</u>					<u>2</u>		
<u>LL. PUTT</u>					<u>2</u>		
<u>J. JIMENEZ</u>					<u>2</u>		
<u>J. PATTONA</u>					<u>2</u>		
<u>J. REED</u>					<u>2</u>		

**Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)**

Type	Machine	Hours	Rate	Total
	<u>270 EXCAVATOR</u>	<u>2</u>		

**Material Record**

Quantity	Total
<u>VERY LITTLE TIME &amp; EQMT. ONLY</u>	

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 84IN / Bomag BW177 / Stone Smooth Drum
Trucks	Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wacker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

<b>Approved By:</b> <u>[Signature]</u> Client	Subtotal: 8% Overhead: 10% Profit: <b>Total:</b>
<u>[Signature]</u> Contractor	



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243  
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

**DAILY T&M CONTRACT log sheet**

Date: 7-11-2016

Customer Name: SWINERTON

GBC Job #: 1667

Job Name / Address: \_\_\_\_\_

Customer Job #: LEMONWOOD

Description of Work: REMOVAL OF 2" OIL LINES

**Equipment Mobilization \*\*SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET\*\***

IN / OUT	Machine	Carrier	Rate	Total
	<u>650 skid steer</u>			
	<u>shear</u>			

**Labor Record**

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>LES PUTT</u>					<u>3</u>		
<u>Lloyd PUTT</u>					<u>3</u>		
<u>Julio Jimenez</u>					<u>3</u>		
<u>J. Reed</u>					<u>2</u>		

**Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)**

Type	Machine	Hours	Rate	Total
	<u>650 Bobcat skid steer</u>	<u>4</u>		
	<u>Bobcat shear</u>			<u>1 day</u>
<u>Verify TIME, PART. &amp; MATERIALS ONLY</u>				

**Material Record**

	Quantity	Total
<u>4- 55 GAL DRUMS</u>		

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 84IN / Bomag BW177 / Stone Smooth Drum
Trucks	Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wacker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

<b>Approved By:</b>	Subtotal:
<u>WA</u> Client	8% Overhead:
<u>SWINERTON</u> Contractor	10% Profit:
	<b>Total:</b>

*Bob. mhu*



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243  
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

**DAILY T&M CONTRACT log sheet**

Date: 7-15-2016

Customer Name: SWINERTON

GBC Job #: 1607

Job Name / Address: \_\_\_\_\_

Customer Job #: LEMONWOOD

Description of Work:  
REMOVAL of 2' oil LINES  
AS directed

**Equipment Mobilization \*\*SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET\*\***

IN / OUT	Machine	Carrier	Rate	Total
	<u>5 drums</u>			

**Labor Record**

Name	O/L/S	In	Out	-Break	Hours	Rate	Total
<u>Lloyd PUTT</u>					<u>2</u>		
<u>Julio Jimenez</u>					<u>2</u>		
<u>JEFF REED</u>					<u>2</u>		

**Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)**

Type	Machine	Hours	Rate	Total
<u>370</u>	<u>EXCAVATOR</u>	<u>2</u>		

**Material Record** *VERIFY TIME & MATERIAL ONLY - Paul V...*

Quantity	Total
<u>4 55 GAL drums</u>	<u>10R</u>
<u>VERIFY TIME &amp; MATERIAL IS DELIVERED ONLY</u>	

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 84IN / Bomag BW177 / Stone Smooth Drum
Trucks	Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wacker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

<b>Approved By:</b> <u>WA</u>	Subtotal:
Client	8% Overhead:
<u>SWINERTON</u>	10% Profit:
Contractor	<b>Total:</b>





**1-800-295-5510**  
 ulline.com  
 PO Box 88741, Chicago, IL 60680-1741

INVOICE NO. 78388587

**INVOICE**  
 ULINE FED ID#: 36-3684738

SHIPPING SUPPLY SPECIALISTS

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2016

**YOUR ORDER #** 82692453

**SOLD TO:**

**SHIP TO:**

GROUND BREAKERS CONSTRUCTION  
 PO BOX 520  
 LEBEC CA 93243-0520

GROUND BREAKERS CONSTRUCTION  
 2200 CARNEGIE CT  
 OXNARD CA 93033-4038

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE
12462047	MARTY70816	HOLLYWOOD D	7/08/16	7/08/16	AMERICAN EXP	7/08/16

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
ORDERED	U/M	BACK ORDERED				
4	EA		S-10758	55 GALLON OPEN TOP STEEL DRUM	94.00	376.00
1	EA		S-10758I	CLOSURE INSTR-OPEN TOP STEEL THIS ITEM AT NO CHARGE	.00	.00

CHARGED TO YOUR CREDIT CARD 447.26 XXXX-XXXXXX-41000

<b>SUB-TOTAL</b> 376.00	<b>SALES TAX</b> 30.08	<b>FRT/HNDLNG</b> 41.18	<b>AMOUNT DUE</b> .00
----------------------------	---------------------------	----------------------------	--------------------------

ORDER PLACED BY: MARTY SIEBE  
 STOMTEN PRO#852306935

MAKE CHECK PAYABLE AND MAIL TO:

DATE: 07/09/16  
 TO: MARTY SIEBE  
 FROM: SAM T.

**ULINE**  
 PO Box 88741  
 Chicago, IL 60680-1741



SHIPPING SUPPLY SPECIALISTS

1-800-295-5510

uline.com

PO Box 88741, Chicago, IL 60680-1741

INVOICE NO.

78360780

INVOICE

ULINE FED ID#: 36-3684738

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2016

YOUR ORDER # 82664593

SOLD TO:

SHIP TO:

GROUND BREAKERS CONSTRUCTION  
PO BOX 520  
LEBEC CA 93243

GROUND BREAKERS CONSTRUCTION  
2200 CARNEGIE CT  
OXNARD CA 93033-4038

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE
12462047	MARTY70716	HOLLYWOOD D	7/07/16	7/07/16	AMERICAN EXP	7/07/16

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
ORDERED	U/M	BACK ORDERED				
1	EA		S-10758	55 GALLON OPEN TOP STEEL DRUM	99.00	99.00
1	EA		S-10758I	CLOSURE INSTR-OPEN TOP STEEL THIS ITEM AT NO CHARGE	.00	.00

CHARGED TO YOUR CREDIT CARD 148.11 XXXX-XXXXXX-41000

SUB-TOTAL	SALES TAX	FRT/HNDLNG	AMOUNT DUE
99.00	7.93	41.18	.00

ORDER PLACED BY: MARTY SIEBE  
NMASTERSON PRO#852305051

MAKE CHECK PAYABLE AND MAIL TO:

DATE: 07/08/16  
TO: MARTY SIEBE  
FROM: NICOLE L.

**ULINE**  
PO Box 88741  
Chicago, IL 60680-1741

## SUBCONTRACTOR HOURLY LABOR WAGE RATE

Subcontractor Name: GroundBreakers Construction Inc.

Trade:			Rate Effective From:	4/23/2015					
Class:			Rate Effective Until:	6/1/2016					
Description			Laborer			Operator Engineer			
			Straight	Overtime	Dbl. Time	Straight	Overtime	Dbl. Time	
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	
	SUI/ETT - _____% 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 \_\_\_\_\_



**Rental Quote**  
**Quote Y50971**

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**

Written By: **DEBRABOROSS**  
Sales Rep: **OXNARD H ACCOUNT**  
PO #: **TBD**

Signed By:  
Order By: **MARTY**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTAL	
<b>Rental Items</b>						
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
<b>Miscellaneous Items</b>						
1	ENV REC FEE (T)			1.00 %		44.4
State 7.5% City 0.5% Total Tax: 8%						
<b>Total:</b>				<b>4,843.15</b>		

**AGREEMENT AND ACKNOWLEDGEMENT**

I, 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 PROVIDE INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE**

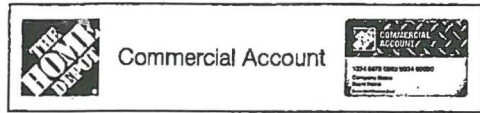
**( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE**

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**

INVOICE



SWINERTON BUILDERS  
2300 CLAYTON ROAD SUITE 800  
ATTN: A/P

Handwritten: *701 0016*

RECEIVED ON  
**JUL 18 2016**  
AT CONCORD OFFICE  
BY CRYSTAL HAMMER

Invoice #: **8273213**

Please pay from this invoice.

Account **6035 3225 0427 9757**  
Amount Due **\$365.52**  
Transaction Date **07/09/16**  
Payment Due Date **08/08/16**

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
	MILLER WAYNE	MILLER WAYNE	16055106	
Store / Register #: 1077, LAGUNA NIGUEL, CA / 27				

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
GLASSES	00009721150000500008	1.0000	EA	\$19.97	\$19.97
RESPIRATOR	00008488230003700007	1.0000	EA	\$20.97	\$20.97
SFTY VEST	00009222100000500008	1.0000	EA	\$18.97	\$18.97
SFTY VEST	00009222100000500008	1.0000	EA	\$18.97	\$18.97
POLY SHEET	00009389710001000010	1.0000	EA	\$94.00	\$94.00
72" BAR	00001030010001100010	1.0000	EA	\$31.97	\$31.97
PFLORMRKSPCP	00007517170000300006	1.0000	EA	\$44.88	\$44.88
SIGN	00004588680000400015	1.0000	EA	\$1.98	\$1.98
SIGN	00004588680000400015	9.0000	EA	\$1.98	\$17.82
GLASSES	00009757020000500008	1.0000	EA	\$15.97	\$15.97
SIGN	00005706230000400015	1.0000	EA	\$2.48	\$2.48
DISCOUNT	00000000000000000005	1.0000	EA	\$9.40	\$9.40
SIGN	00005706230000400015	1.0000	EA	\$2.48	\$2.48
SIGN	00005706230000400015	1.0000	EA	\$2.48	\$2.48
SIGN	00005706230000400015	1.0000	EA	\$2.48	\$2.48
SIGN	00005706230000400015	1.0000	EA	\$2.48	\$2.48
4# HKY HMR	00001846550001100010	1.0000	EA	\$18.97	\$18.97
9.25" CLOCK	10000248570002900006	1.0000	EA	\$9.98	\$9.98

continued →

Questions About Your Account  
ACCT MGR CARRIE BYRNE EXT 4676569  
EMAIL CARRIE.L.BYRNE@CITI.COM

PHONE 1-800-494-1946  
FAX 1-877-969-6282

Billing Inquiries:  
PO BOX 790340  
ST. LOUIS, MO 63179

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION Page 1 of 4 This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.

Your Account Number is 6035 3225 0427 9757



P.O. Box 790420  
St. Louis, MO 63179

For proper credit, please write  
6035 3225 0427 9757  
on your check and enclose  
with this payment coupon.

Amount Due **\$365.52**  
Due Date **August 8, 2016**  
Invoice Number **8273213**

Amount Enclosed: \$

Print address changes on the reverse side.  
Make Checks Payable to ▼

Invoice Enclosed

GZ00515865 1 AV 0.376 LJ132359 TMN 007569 2438



SWINERTON BUILDERS  
2300 CLAYTON ROAD SUITE 800  
ATTN: A/P  
CONCORD, CA 94520-2166

HOME DEPOT CREDIT SERVICES  
DEPT. 32 - 2504279757  
PO BOX 9001043  
LOUISVILLE, KY 40290-1043

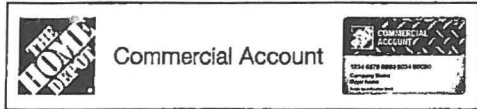


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PAGE 00001 OF 00002 01903597  
01903597 MSP 1488



# INVOICE



Remit payment and make checks payable to:  
 HOME DEPOT CREDIT SERVICES  
 DEPT. 32 - 2504279757  
 PO BOX 9001043  
 LOUISVILLE, KY 40290-1043

**Invoice #:** **8273213** cont.

**Account** 6035 3225 0427 9757  
**Transaction Date** 07/09/16  
**Payment Due Date** 08/08/16

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
THERMOMETER	00008168650002900006	1.0000	EA	\$7.98	\$7.98
STAKES	00004614430000700004	1.0000	BD	\$3.67	\$3.67
STAKES	00004614430000700004	1.0000	BD	\$3.67	\$3.67
MASONRY 1 LB	00001926510000300015	1.0000	BX	\$5.67	\$5.67

<b>SUBTOTAL</b>	\$338.44
<b>TAX</b>	\$27.08
<b>SHIPPING</b>	\$0.00
<b>TOTAL</b>	\$365.52

Please pay from this invoice.

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EULRBUCA 1478 5491 WFFVBT JV 100742  
 PAGE 00002 OF 00002 01903597



# Bill Gray

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**From:** Greg Grant <ggrant@cfwinc.com>  
**Sent:** Thursday, July 07, 2016 10:28 AM  
**To:** Bill Gray; Ed Westland; Aiello Jimenez; Greg Buchanan, PG; Ben Chevlen  
**Cc:** Nalani Scanlon; 16055106 - Lemonwood K8  
**Subject:** RE: Oxnard Lemonwood Reconstruction Project  
**Attachments:** July 7, 2016 Abandoned Oil Lines at Lemonwood Elementary School.JPG

**Importance:** High

To All:

10:19 a.m. Thursday July 7, 2016:

The Project Hygienist ATC Group Services, Inc. has directed excavations to be stopped in the area where the two (2) oil lines are known to exist. Mr. Greg Buchanan with ATC Group Services will be on the Project site at 7:00 a.m. Friday July 8, 2016 to direct and observe excavation adjacent to the location of the two (2) oil lines.

Mr. Buchanan has also requested for the contractor to secure a 55 gallon drum and lid for containment of soil contaminated from oil released during discovery of the oil lines.

Please contact me directly by phone at (805) 253-0370 should you require additional information.

Respectfully,

Greg Grant  
CFW, Inc.  
1091 South Victoria Avenue, No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office  
Email to: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

-----Original Message-----

From: Bill Gray [<mailto:BGray@swinerton.com>]  
Sent: Thursday, July 07, 2016 9:38 AM

To: Ed Westland <[ewestland@cfwinc.com](mailto:ewestland@cfwinc.com)>; Greg Grant <[ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)>; Aiello Jimenez <[ajjimenez@cfwinc.com](mailto:ajjimenez@cfwinc.com)>  
Cc: Nalani Scanlon <[NScanlon@swinerton.com](mailto:NScanlon@swinerton.com)>; 16055106 - Lemonwood K8 <[LemonwoodK8@swinerton.com](mailto:LemonwoodK8@swinerton.com)>  
Subject: FW: Oxnard Lemonwood Reconstruction Project

Between grids 7&8, and F-H

-----Original Message-----

From: Wayne Miller

Sent: Thursday, July 07, 2016 9:36 AM

To: Bill Gray

Cc: Wayne Miller

Subject: Oxnard Lemonwood Reconstruction Project



## Bill Gray

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**From:** Greg Grant <ggrant@cfwinc.com>  
**Sent:** Friday, July 08, 2016 10:52 AM  
**To:** Bill Gray; Wayne Miller; Nalani Scanlon; Michael Darquea  
**Cc:** Ed Westland; Greg Buchanan, PG; Aiello Jimenez  
**Subject:** Handling of abandoned oil lines

**Importance:** High

To All:

Based on recommendations received from Mr. Greg Buchanan, PG with ATC Group Service (the Project Environmental Hygienist); Swinerton Builders is requested to proceed with removal of the two (2) abandoned wrapped steel oil lines employing the following procedures:

- Break steel oil pipe lines into manageable lengths for handling and transport using the excavator. Sawing the steel oil lines was not recommended by ATC.
- Stockpile the removed steel oil pipe lines away from other building materials and away from paths of travel. Protect soil beneath stockpiled wrapped steel oil pipe line sections from the potential for leakage onto the playfield.
- Collect and contain within a steel drum with lid, any and all soils that may already be, or are to become contaminated from any oil residue discharged during the handling of the steel oil pipe lines as a part of removal from the present location within the Phase I excavation.
- ATC Group Services will work with CFW to determine a location for the proper disposal of the wrapped steel oil pipe line extracted from the Phase I excavation area.

Please contact me directly by phone at (805) 253-0370 should you have any questions, or require additional information.

Greg Grant  
CFW, Inc.  
1091 South Victoria Avenue, No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office

Email to: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

# Bill Gray

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**From:** Greg Grant <ggrant@cfwinc.com>  
**Sent:** Monday, July 11, 2016 12:51 PM  
**To:** Bill Gray; Wayne Miller; Nalani Scanlon; Michael Darquea  
**Cc:** Ed Westland; Aiello Jimenez; Greg Buchanan, PG  
**Subject:** Abandoned petroleum Pipelines at Lemonwood E.S. \_ Additional DTSC Required Procedures.

**Importance:** High

Bill, Wayne,

Please read the email below received from Greg Buchanan's Supervisor, who informed DTSC of the discovery of the abandoned petroleum pipelines.

CFW, Inc. is requesting for Swinerton builders to immediately implement the additional measures required from DTSC related to the petroleum pipelines.

Swinerton Builders 1) Fencing be setup surrounding the entire trench until all necessary sampling is completed; additionally, the trench is not to be backfilled until soil sampling activities are completed and the collected data is returned

ATC Group Services 2) The DTSC views this work as a "Construction Response Activity"; there will be a letter report required which will document the work.

- a. A site plan showing the location of the encountered line will need to be prepared, and multiple photos of the trench/piping/etc. will need to be taken.
- b. Soil samples will need to be collected from the stockpiled contaminated soils, from the ends of the pipes, and along the piping runs for each 100 linear feet of piping. Additionally, excavation bottom samples will need to be collected at the base of any excavation where stained/contaminated soil was observed and excavated. All soil samples will need to be analyzed for full-range TPH.
- c. Backfilling of the trench with the native soil can't proceed until the lab results for the soil samples are received; if all non-stockpile samples are non-detect for TPH, the backfill activities can proceed...if there are TPH detections, the matter needs to be discussed with the DTSC prior to backfilling.
- d. Waste disposal documentation for all contaminated soil disposed of off-site will need to be included in the letter report. CFW is actively working to determine a disposal location.

CFW will keep Swinerton Builders informed as this issue continues.

Respectfully,

Greg Grant

*“CFW Team – I just received a call from Scarlett at DTSC regarding the pipeline activities. The DTSC is requesting the following:*

- 1) Fencing be setup surrounding the entire trench until all necessary sampling is completed; additionally, the trench is not to be backfilled until soil sampling activities are completed and the collected data is returned.*
- 2) The DTSC views this work as a “Construction Response Activity”; there will be a letter report required which will document the work.*
  - a. A site plan showing the location of the encountered line will need to be prepared, and multiple photos of the trench/piping/etc. will need to be taken.*
  - b. Soil samples will need to be collected from the stockpiled contaminated soils, from the ends of the pipes, and along the piping runs for each 100 linear feet of piping. Additionally, excavation bottom samples will need to be collected at the base of any excavation where stained/contaminated soil was observed and excavated. All soil samples will need to be analyzed for full-range TPH.*
  - c. Backfilling of the trench with the native soil can’t proceed until the lab results for the soil samples are received; if all non-stockpile samples are non-detect for TPH, the backfill activities can proceed...if there are TPH detections, the matter needs to be discussed with the DTSC prior to backfilling.*
  - d. Waste disposal documentation for all contaminated soil disposed of off-site will need to be included in the letter report.*

*Let me know if you have any questions”.*

**Benjamin Chevlen, PG, CEM** | PROGRAM MANAGER | **ATC Group Services LLC**  
+1 805 496 1217 | +1 916 425 4849 mobile

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25 Cupania Circle | Monterey Park, CA 91755  
+1 323 517 9781 fax | [ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com) | [www.atcgroupservices.com](http://www.atcgroupservices.com)

## Bill Gray

---

**From:** Greg Grant <ggrant@cfwinc.com>  
**Sent:** Monday, July 11, 2016 1:38 PM  
**To:** Bill Gray; Wayne Miller; Nalani Scanlon; Michael Darquea  
**Cc:** Ed Westland; Aiolo Jimenez; Greg Buchanan, PG; Ben Chevlen  
**Subject:** Lemonwood Elementary School - Abandoned Petroleum Pipe Lines

**Importance:** High

Hello Bill, Wayne,

In consideration of the fact Swinerton Builders has "American Integrated Services" under contract for Demolition,

and American Integrated Services, Inc. holds "HAZ - Hazardous Substance Removal Certification" in addition to their list of California State Contractor's Licenses; is it possible for Swinerton Builders to engage American Integrated Services to assist with the transport and disposal of the abandoned petroleum pipe lines and associated contaminated soils from the Lemonwood Elementary School Project site? This may be the most expedient method to bring closure to this issue, and be in compliance with DTSC requirements associated with the handling and disposal of these toxic materials.

Respectfully,

Greg Grant  
CFW, Inc.  
1091 South Victoria Avenue, No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office  
Email to: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

## Bill Gray

---

**From:** Greg Grant <ggrant@cfwinc.com>  
**Sent:** Tuesday, July 12, 2016 1:56 PM  
**To:** Ben Chevlen; Bill Gray  
**Cc:** Ed Westland; Aiello Jimenez; Greg Buchanan, PG  
**Subject:** FW: Lemonwood K-8  
**Attachments:** FW: Lemonwood ES: Encountered abandoned petroleum lines

**Importance:** High

Hello Ben,

Greg Buchanan directed me to contact you regarding the next steps at Lemonwood Elementary School for addressing removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils discovered Thursday July 7, 2016. Swinerton Builders has American Integrated Services sub-contracted for the Project demolition Scope of Work. American Integrated Services holds HAZ Certification in addition to their California State Contractor Licenses.

We are asking for a coordination meeting (after test results are received from samples collected Tuesday July 12, 2016 have been reviewed by ATC Group Services). The Project Grading contractor has endured having his Scope of Work interrupted and delayed at two (2) separate times due to unforeseen subsurface conditions; and we are hopeful to keep his downtime to a minimum.

Please let us know the earliest time and date when you will have test results, and will be able to provide direction for completion of the removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils discovered Thursday July 7, 2016.

Please confirm at this time that we will be able to perform the removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils without prior DTSC review

and approval of a "Construction Response Activity" Letter. Thank you in advance for your attention to this inquiry.

Respectfully,

Greg Grant  
CFW, Inc.  
1091 South Victoria Avenue, No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office  
Email to: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

**From:** Bill Gray [<mailto:BGray@swinerton.com>]  
**Sent:** Tuesday, July 12, 2016 1:32 PM  
**To:** Daniel Wallace ([dwallace@americanintegrated.com](mailto:dwallace@americanintegrated.com)) <[dwallace@americanintegrated.com](mailto:dwallace@americanintegrated.com)>  
**Cc:** Christopher Barbato <[CBarbato@swinerton.com](mailto:CBarbato@swinerton.com)>; Wayne Miller <[wamiller@swinerton.com](mailto:wamiller@swinerton.com)>; Nalani Scanlon <[NScanlon@swinerton.com](mailto:NScanlon@swinerton.com)>; 16055106 - Lemonwood K8 <[LemonwoodK8@swinerton.com](mailto:LemonwoodK8@swinerton.com)>; Greg Grant <[ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)>  
**Subject:** Lemonwood K-8

Dan,  
We have encountered 2 abandoned petroleum pipes in our excavation zone. We have removed the pipes from the zone, but we need AIS expertise with the removal and disposal of the pipe and any soils that might need to be removed. ATC has taken samples of the soil from the pipe zone.

Thank you

**Bill Gray, LEED AP**  
Project Manager | Swinerton Builders  
865 South Figueroa Street | Suite 3000 | Los Angeles, CA 90017  
T 213.896.3468 | F 213.896.0027 | C 949.355.6822

# Bill Gray

---

**From:** Ben Chevlen <ben chevlen@atcassociates.com>  
**Sent:** Tuesday, July 12, 2016 2:04 PM  
**To:** Greg Grant; Bill Gray  
**Cc:** Ed Westland; Aiello Jimenez; Greg Buchanan  
**Subject:** RE: Lemonwood K-8

Greg – CFW will be able to proceed with the soil/piping removal prior to the “Construction Activity Letter” being issued. The final soil samples were submitted to the lab for analysis today; we should have the results by COB tomorrow.

Once the results are in-hand, I’ll pass them to you; you can then provide that data to your waste hauler (I had provided contact info for AIS, and I believe they are setup as one of the Swinerton subs) whom will review the lab data and forward it to the preferred landfill for determination as to whether they will accept it. Once accepted by the lab, the waste soil can then be removed and disposed of. It is my understanding that the current plan is that the non-stained trenched soil will be going back in the trench; contact me if I am incorrect.

As for the old piping, it is my suspicion that it can be handled as a construction waste; however, I suggest you reach out to your waste hauler for confirmation.

**Benjamin Chevlen, PG, CEM** | PROGRAM MANAGER | **ATC Group Services LLC**  
+1 805 496 1217 | +1 916 425 4849 mobile

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25 Cupania Circle | Monterey Park, CA 91755  
+1 323 517 9781 fax | [ben chevlen@atcassociates.com](mailto:ben chevlen@atcassociates.com) | [www.atcgroupservices.com](http://www.atcgroupservices.com)

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**From:** Greg Grant [mailto:ggrant@cfwinc.com]  
**Sent:** Tuesday, July 12, 2016 1:56 PM  
**To:** Ben Chevlen <ben chevlen@atcassociates.com>; Bill Gray <bgray@swinerton.com>  
**Cc:** Ed Westland <ewestland@cfwinc.com>; Aiello Jimenez <ajimenez@cfwinc.com>; Greg Buchanan <greg.buchanan@atcassociates.com>  
**Subject:** FW: Lemonwood K-8  
**Importance:** High

Hello Ben,

Greg Buchanan directed me to contact you regarding the next steps at Lemonwood Elementary School for addressing removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils discovered Thursday July 7, 2016.



Swinerton Builders has American Integrated Services sub-contracted for the Project demolition Scope of Work.

American Integrated Services holds HAZ Certification in addition to their California State Contractor Licenses.

We are asking for a coordination meeting (after test results are received from samples collected Tuesday July 12, 2016 have been reviewed by ATC Group Services). The Project Grading contractor has endured having his Scope of Work interrupted and delayed at two (2) separate times due to unforeseen subsurface conditions; and we are hopeful to keep his downtime to a minimum.

Please let us know the earliest time and date when you will have test results, and will be able to provide direction for completion of the removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils discovered Thursday July 7, 2016.

Please confirm at this time that we will be able to perform the removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils without prior DTSC review and approval of a "Construction Response Activity" Letter. Thank you in advance for your attention to this inquiry.

Respectfully,

Greg Grant  
CFW, Inc.  
1091 South Victoria Avenue, No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office  
Email to: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

**From:** Bill Gray [<mailto:BGray@swinerton.com>]

**Sent:** Tuesday, July 12, 2016 1:32 PM

**To:** Daniel Wallace ([dwallace@americanintegrated.com](mailto:dwallace@americanintegrated.com)) <[dwallace@americanintegrated.com](mailto:dwallace@americanintegrated.com)>

**Cc:** Christopher Barbato <[CBarbato@swinerton.com](mailto:CBarbato@swinerton.com)>; Wayne Miller <[wamiller@swinerton.com](mailto:wamiller@swinerton.com)>;

Nalani Scanlon <NScanlon@swinerton.com>; 16055106 - Lemonwood K8 <LemonwoodK8@swinerton.com>; Greg Grant <ggrant@cfwinc.com>

**Subject:** Lemonwood K-8

Dan,

We have encountered 2 abandoned petroleum pipes in our excavation zone.

We have removed the pipes from the zone, but we need AIS expertise with the removal and disposal of the pipe and any soils that might need to be removed. ATC has taken samples of the soil from the pipe zone.

Thank you

**Bill Gray, LEED AP**

**Project Manager | Swinerton Builders**

865 South Figueroa Street | Suite 3000 | Los Angeles, CA 90017

T 213.896.3468 | F 213.896.0027 | C 949.355.6822

# Bill Gray

---

**From:** Greg Grant <ggrant@cfwinc.com>  
**Sent:** Wednesday, July 13, 2016 4:21 PM  
**To:** Bill Gray; Wayne Miller; Nalani Scanlon; Michael Darquea; Paul Vernier  
**Cc:** Ed Westland; Ben Chevlen; Greg Buchanan, PG; Aiello Jimenez  
**Subject:** FW: Lemonwood K-8  
**Attachments:** Lemonwood initial pipeline sampling locations.pdf; 1607069 ATC Group\_Lemonwood Elementary School\_Final.pdf; 1607068 ATC Group\_Lemonwood Elementary School\_Final.pdf

**Importance:** High

Bill, Wayne,

In consideration of the response from Ben Chevlen (Project Manager for ATC Group Services); CFW, Inc. is requesting Swinerton Builders to inform CFW of the first available date when American Integrated Services may be available to mobilize onto the Lemonwood Project to perform the additional six (6) 3'x3'x3' excavations. CFW will coordinate with ATC Group Services for the presence of an ATC representative to be on-site for direction and observation of the excavations, and collection of additional soil samples.

Please contact me directly by phone at (805) 253-0370 should you have any questions or require additional information.

Sincerely,

Greg Grant  
CFW, Inc.  
1091 South Victoria Avenue, No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office  
Email to: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

**From:** Ben Chevlen [mailto:ben chevlen@atcassociates.com]  
**Sent:** Wednesday, July 13, 2016 2:03 PM  
**To:** Greg Grant <ggrant@cfwinc.com>; Bill Gray <bgray@swinerton.com>  
**Cc:** Ed Westland <ewestland@cfwinc.com>; Aiello Jimenez <ajjimenez@cfwinc.com>; Greg Buchanan <greg.buchanan@atcassociates.com>  
**Subject:** RE: Lemonwood K-8

CFW Team – I wanted to let you know I just received the finalized lab reports for the soil samples collected on Friday and yesterday. In short additional excavation activities need to be completed prior to work resuming. The areas requiring additional clean-up are as follows:

- P-1 – TPH detections were >3,000 mg/kg
- P-2 – TPH detections were >3,000 mg/kg
- S-1 – TPH detections were >200 mg/kg
- S-2 – TPH detections were >100 mg/kg
- S-3 – TPH detections were >700 mg/kg
- S-4 – TPH detections were >1,500 mg/kg

I recommend at each of the six above-referenced sampling locations, an additional 3'x3'x3' pothole excavation be performed, with additional soil samples (P-1A, P-1B, and S-1A through S-4A) be collected from the bottom of the excavations.

On a positive note, the attached lab reports should provide sufficient data to have the stockpiled soil (including that which will be generated with the above-recommended excavation work) profiled for off-site disposal.

Let me know if you want ATC to perform the recommended post-excavation sampling, or if CFW/Swinerton will perform the sampling work.

**Benjamin Chevlen, PG, CEM** | PROGRAM MANAGER | **ATC Group Services LLC**  
+1 805 496 1217 | +1 916 425 4849 mobile

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25 Cupania Circle | Monterey Park, CA 91755  
+1 323 517 9781 fax | [ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com) | [www.atcgroupservices.com](http://www.atcgroupservices.com)

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**From:** Greg Grant [<mailto:ggrant@cfwinc.com>]  
**Sent:** Tuesday, July 12, 2016 1:56 PM  
**To:** Ben Chevlen <[ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com)>; Bill Gray <[bgray@swinerton.com](mailto:bgray@swinerton.com)>  
**Cc:** Ed Westland <[ewestland@cfwinc.com](mailto:ewestland@cfwinc.com)>; Aiello Jimenez <[ajimenez@cfwinc.com](mailto:ajimenez@cfwinc.com)>; Greg Buchanan <[greg.buchanan@atcassociates.com](mailto:greg.buchanan@atcassociates.com)>  
**Subject:** FW: Lemonwood K-8  
**Importance:** High

Hello Ben,

Greg Buchanan directed me to contact you regarding the next steps at Lemonwood Elementary School for addressing removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils discovered Thursday July 7, 2016. Swinerton Builders has American Integrated Services sub-contracted for the Project demolition Scope of Work.

American Integrated Services holds HAZ Certification in addition to their California State Contractor Licenses.

We are asking for a coordination meeting (after test results are received from samples collected Tuesday July 12, 2016 have been reviewed by ATC Group Services). The Project Grading contractor has endured having his Scope of Work interrupted and delayed at two (2) separate times due to unforeseen subsurface conditions; and we are hopeful to keep his downtime to a minimum.

Please let us know the earliest time and date when you will have test results, and will be able to provide direction for completion of the removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils discovered Thursday July 7, 2016.

Please confirm at this time that we will be able to perform the removal, transport and legal off-site disposal of the two (2) each two (2) inch abandoned petroleum lines, and associated contaminated soils without prior DTSC review and approval of a "Construction Response Activity" Letter. Thank you in advance for your attention to this inquiry.

Respectfully,

Greg Grant  
CFW, Inc.  
1091 South Victoria Avenue, No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office  
Email to: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

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**To:** Daniel Wallace ([dwallace@americanintegrated.com](mailto:dwallace@americanintegrated.com)) <[dwallace@americanintegrated.com](mailto:dwallace@americanintegrated.com)>  
**Cc:** Christopher Barbato <[CBarbato@swinerton.com](mailto:CBarbato@swinerton.com)>; Wayne Miller <[wamiller@swinerton.com](mailto:wamiller@swinerton.com)>; Nalani Scanlon <[NScanlon@swinerton.com](mailto:NScanlon@swinerton.com)>; 16055106 - Lemonwood K8 <[LemonwoodK8@swinerton.com](mailto:LemonwoodK8@swinerton.com)>; Greg Grant <[ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)>  
**Subject:** Lemonwood K-8

Dan,

We have encountered 2 abandoned petroleum pipes in our excavation zone. We have removed the pipes from the zone, but we need AIS expertise with the removal and disposal of the pipe and any soils that might need to be removed. ATC has taken samples of the soil from the pipe zone.

Thank you

**Bill Gray, LEED AP**

**Project Manager | Swinerton Builders**

865 South Figueroa Street | Suite 3000 | Los Angeles, CA 90017

T 213.896.3468 | F 213.896.0027 | C 949.355.6822

# Bill Gray

---

**From:** John Farmer <jfarmer@americanintegrated.com>  
**Sent:** Thursday, July 14, 2016 11:50 AM  
**To:** Bill Gray; Wayne Miller; Greg Grant; Michael Darquea; Nalani Scanlon  
**Cc:** Daniel Wallace  
**Subject:** RE: Lemonwood K-8  
**Attachments:** Lemonwood K-8 - CCL Profile.pdf; Draft Non-Hazardous Manifest - Lemonwood ES.pdf

Bill,

Please see the attached waste profile for the TPH impacted soil.

I have been given verbal approval for the soil disposal from the Chiquita Canyon Landfill waste acceptance personnel.

Please forward the attached to whom may be executing this.

Please feel free to change any information in Section B (Generator information as necessary).

With the executed profile, we can discuss the next step

Sincerely,

**John D. Farmer**  
Client Services and Technical Coordinator  
1502 E. Opp Street  
Wilmington, CA 90744  
Ph. (310) 522-1168 Fax (310) 522-0474  
Cell (714) 307-4322  
Email [jfarmer@americanintegrated.com](mailto:jfarmer@americanintegrated.com)  
Web [www.americanintegrated.com](http://www.americanintegrated.com)

 *American Integrated Services, Inc.*

---

**From:** Daniel Wallace  
**Sent:** Wednesday, July 13, 2016 5:01 PM  
**To:** Bill Gray <BGray@swinerton.com>; Wayne Miller <wamiller@swinerton.com>; Greg Grant <ggrant@cfwinc.com>; Michael Darquea <MDarquea@swinerton.com>; Nalani Scanlon <NScanlon@swinerton.com>  
**Cc:** John Farmer <jfarmer@americanintegrated.com>  
**Subject:** RE: Lemonwood K-8

Good afternoon Bill,

We are working on a price for you right now to excavate and dispose of the soil & pipe and are planning on mobilizing Friday to pothole.

Can you resend the attachment? It won't open on our end.

Dan S Wallace

American Integrated Services, Inc.  
1502 East Opp Street  
Wilmington, CA 90744  
Office: 310.522.1168  
Fax: 310.522.0474  
Cell: 916.761.0069  
License #757133  
www.americanintegrated.com

**From:** Bill Gray [<mailto:BGray@swinerton.com>]  
**Sent:** Wednesday, July 13, 2016 2:21 PM  
**To:** Daniel Wallace <[dwallace@americanintegrated.com](mailto:dwallace@americanintegrated.com)>; Wayne Miller <[wamiller@swinerton.com](mailto:wamiller@swinerton.com)>; Greg Grant <[ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)>; Michael Darquea <[MDarquea@swinerton.com](mailto:MDarquea@swinerton.com)>; Nalani Scanlon <[NScanlon@swinerton.com](mailto:NScanlon@swinerton.com)>  
**Subject:** Fwd: Lemonwood K-8

FYI

Sent from my iPhone

Begin forwarded message:

**From:** "Ben Chevlen" <[ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com)>  
**To:** "Greg Grant" <[ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)>, "Bill Gray" <[BGray@swinerton.com](mailto:BGray@swinerton.com)>  
**Cc:** "Ed Westland" <[ewestland@cfwinc.com](mailto:ewestland@cfwinc.com)>, "Aielo Jimenez" <[ajimenez@cfwinc.com](mailto:ajimenez@cfwinc.com)>, "Greg Buchanan" <[greg.buchanan@atcassociates.com](mailto:greg.buchanan@atcassociates.com)>  
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CFW Team – I wanted to let you know I just received the finalized lab reports for the soil samples collected on Friday and yesterday. In short additional excavation activities need to be completed prior to work resuming. The areas requiring additional clean-up are as follows:

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Let me know if you want ATC to perform the recommended post-excavation sampling, or if CFW/Swinerton will perform the sampling work.



**Benjamin Chevlen, PG, CEM** | PROGRAM MANAGER | **ATC Group Services LLC**  
+1 805 496 1217 | +1 916 425 4849 mobile

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25 Cupania Circle | Monterey Park, CA 91755  
+1 323 517 9781 fax | [ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com) | [www.atcgroupservices.com](http://www.atcgroupservices.com)

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**Sent:** Tuesday, July 12, 2016 1:56 PM  
**To:** Ben Chevlen <[ben.chevlen@atcassociates.com](mailto:ben.chevlen@atcassociates.com)>; Bill Gray <[bgray@swinerton.com](mailto:bgray@swinerton.com)>  
**Cc:** Ed Westland <[ewestland@cfwinc.com](mailto:ewestland@cfwinc.com)>; Aiello Jimenez <[ajimenez@cfwinc.com](mailto:ajimenez@cfwinc.com)>; Greg Buchanan <[greg.buchanan@atcassociates.com](mailto:greg.buchanan@atcassociates.com)>  
**Subject:** FW: Lemonwood K-8  
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**Cc:** Christopher Barbato <[CBarbato@swinerton.com](mailto:CBarbato@swinerton.com)>; Wayne Miller <[wamiller@swinerton.com](mailto:wamiller@swinerton.com)>; Nalani Scanlon <[NScanlon@swinerton.com](mailto:NScanlon@swinerton.com)>; 16055106 - Lemonwood K8 <[LemonwoodK8@swinerton.com](mailto:LemonwoodK8@swinerton.com)>; Greg Grant <[ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)>  
**Subject:** Lemonwood K-8

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Thank you

**Bill Gray, LEED AP**  
Project Manager | Swinerton Builders  
865 South Figueroa Street | Suite 3000 | Los Angeles, CA 90017  
T 213.896.3468 | F 213.896.0027 | C 949.355.6822

## Bill Gray

---

**From:** Greg Grant <ggrant@cfwinc.com>  
**Sent:** Monday, July 18, 2016 11:22 AM  
**To:** Bill Gray; Wayne Miller; Paul Vernier; Michael Darquea; Nalani Scanlon  
**Cc:** Ed Westland; Aiello Jimenez; Tom Bardwell ; Dick Jones  
**Subject:** Lemonwood K-8 Reconstruction Project - Environmental Clearance to Proceed

**Importance:** High

To All:

Swinerton Builders, you are formally notified that you may resume construction activities in those area of the project that were previously restricted due to the presence of abandoned petroleum pipe lines.

CFW has received correspondence from ATC Group Services that provide clear direction for regular construction activities to proceed within the area where the abandoned petroleum pipe lines were discovered and removed. Soil sampling activities have concluded.

Please contact me directly by phone at (805) 253-0370 should you have any questions.

Respectfully,

Greg Grant  
CFW, Inc.  
1091 South Victoria Avenue, No. 106  
Oxnard, CA 93035  
(805) 253-0370 Office  
Email to: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

## CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2<sup>nd</sup> 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 (5<sup>th</sup>) 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).

**BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/1/17

- 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**    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Change Order No. 002 to Bid #16-INF-01 with FENCE FACTORY for the Harrington School Fence Project 2016 (Morales/Cline/CFW)**

During the Regular Board Meeting of October 19, 2016, the Board of Trustees approved Agreement #16-140 with Fence Factory for the Harrington School Fence Project 2016, in the amount of \$143,000.00.

At the Board meeting of November 2, 2016, Change Order No. 001 was approved to extend the contract time for an additional thirty (30) days to accommodate delivery of materials sourced from Oklahoma. No additional compensation was requested or offered, only additional contract time.

Change Order No. 002 includes two (2) separate scopes of work. The first item addresses a request from District Administration for a modification to the design for additional fencing at the area between the Media Center/Library and Kindergarten Classroom Building. The additional fencing places the eastern exit from the Media Center/Library within a secured fenced area. Total cost for this change is \$3,288.34.

The second item calls for the contractor to provide and install uphill swinging hinges to the pair of chain link driveway gates located at the west side of the Administration Building. Standard hinges will not allow for the gate to swing freely over adjacent asphalt surface contours, and to close without a large gap at the bottom of the gates when in the closed position. Total cost for this change is \$662.80.

**FISCAL IMPACT**

Combined total for additional Work:

**Three Thousand Nine Hundred Fifty-One Dollars and Fourteen Cents (\$3,951.14)**

To be paid from Project Budgeted Measure "R" funds.

## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with CFW, that the Board of Trustees ratify Change Order No. 002 to Bid #16-INF-01 with Fence factory for the Harrington School Fence Project 2016.

## **ADDITIONAL MATERIAL**

Attached:

- OSD Change Order No. 002 (2 Pages)
- Fence Factory Proposal dated 12-20-2016 (2 Pages)
- Fence Factory Proposal dated 01-06-2017 (1 Page)
- OSD Change Order No. 001 (2 Pages)
- Agreement #16-140, Fence Factory (2 Pages)





# CHANGE ORDER

Date: February 1, 2017

CHANGE ORDER NO. 002

PROJECT: HARRINGTON SCHOOL FENCING PROJECT 2016 OWNER: Oxnard School District  
 O.S.D. BID No. 16-INF-01 1051 South A Street  
 O.S.D. Agreement No. 16-140 Oxnard, CA. 93030

ARCHITECT Dougherty + Dougherty  
 Architects, LLP.  
 3194-D Airport Loop Drive  
 Costa Mesa, CA 92626

CONTRACTOR: FENCE FACTORY  
 1606 Los Angeles Avenue  
 Saticoy, CA 93004-3214  
 Attn: Mr. Chuck Bennett

Architects Proj. No.: 21336.30  
 D.S.A. File No.: 56-22  
 D.S.A. App. No.: 03-117207

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 ..... \$ 143,000.00  
 NET CHANGE - ALL PREVIOUS CHANGE ORDERS ..... \$ 0.00  
 ADJUSTED CONTRACT SUM ..... \$ 143,000.00  
 NET CHANGE - ..... \$ 3,951.14

Total Change Orders to Date: ..... \$ 3,951.14  
 ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 001 ..... \$ 146,951.14

Commencement Date: ..... October 20, 2016  
 Original Completion Date: ..... November 30, 2016  
 Original Contract Time: ..... Forty-Two (42) Consecutive Days

Time Extension for all Previous Change Orders: ..... Thirty (30) Consecutive Days  
 Time Extension for this Change Order: ..... Twenty-Seven (27) Consecutive Days  
 Adjusted Completion Date: ..... January 26, 2017

Percentage ..... 0.03%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Owner requested modification to add fencing at the area between Media Center and Kindergarten Classroom Building		\$3,288.34		
2.	Provide uphill swinging hinges at drive gate adjacent to Administration Building	\$662.80			
	Totals	\$662.80	\$3,288.34		

Total Change Order No. .... \$ 3,951.14

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND █████ SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR DEPUTY*

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

**MATERIAL SALES AND CONTRACTING BRANCHES**  
**1-800-61 FENCE** THROUGHOUT THE TRI-COUNTIES

AGOURA DIVISION  
29414 Roadside Dr.  
Agoura, CA 91301  
Ph. (818) 889-2240  
Fax (805) 497-3479

GOLETA DIVISION  
60 S. Kellogg  
Goleta, CA 93117  
Ph. (805)965-2817  
Fax (805) 967-6328

RENTALS DIVISION  
1441 Callens Rd.  
Ventura, CA 93003  
Ph. (805) 644-4617  
Fax (805) 644-0309

**X** VENTURA DIVISION  
1606 Los Angeles Ave.  
Saticoy, CA 93004  
Ph. (805) 485-8831  
Fax (805) 642-1374

SANTA MARIA DIVISION  
2709 Santa Maria Way  
Santa Maria, CA 93455  
Ph. (805) 928-5848  
Fax (805) 922-4826

ATASCADERO DIVISION  
2650 El Camino Real  
Atascadero, CA 93422  
Ph. (805) 462-1362  
Fax (805) 462-1367

<b>Proposal Submitted:</b>	Oxnard School District	<b>Address:</b>	1051 So. "A" St.
<b>City:</b>	Oxnard	<b>CA</b>	<b>Zip Code:</b> 93030
		<b>Phone:</b>	385-1501
		<b>Job Phone:</b>	
<b>Job Name:</b>	Greg Grant @ 253-0370	<b>Job Location</b>	Harrington Elementary
		<b>Fax:</b>	240-7582

1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.

This Change Order request represents the requested Change in the Layout of the 6 ft. high "Ameristar" Montage-II, 3-Rail Fencing and 3 ft. wide Walk Gate between the "Student Information" and "Kinder-Garten" Buildings as provided to us by a Drawing as sent by E-mail on 12/15/16. The new Layout covers an area of 25 linear feet as opposed to the original 16 ft. I was informed by Mr. Greg Grant at approx. 9 A.M. on Friday the 16th of December that the new Line chosen was the Line that is represented by the color Red.

The Fence and Gate will have the same Specs as the original Bid, but we will need to order 3 extra Posts, 3 extra Fence Panels and 3 extra "Perforated" Metal Panels to complete the new Layout as requested. ( We had only ordered what was needed to complete the installation and will need to order these extra Materials to complete the new Lay out. )

Lastly, as we do not have the additional Materials in Stock and will need to order them, we will need to receive and extension of approx. 4 weeks to receive the Materials and get them installed.

Materials Costs:	Our Cost	Extension	
3 - 3" x 10' x 12 Ga. Posts	\$65.00	\$195.00	
3 - 6 ft. high "Montage II" Panels	\$272.50	\$817.50	
3 - "Perforated Metal Panels"	\$361.00	\$1,083.00	
10 - Brackets for Panels	\$9.27	\$92.70	
3 - 3" Post Caps	\$0.50	\$1.50	
1 - Additional Saw-cut & Cement	\$630.00	\$630.00	( No Tax )
	Tax	\$169.70	
***Prevailing Wage Bid.***	SubTotal	\$2,989.40	
	10%	\$298.94	

\*\*\*Any Trimming and/or Removal of Trees, Bushes, Vines or Other Obstacles to be done by Others prior to the Fence Work.\*\*\*

" NO PERMITS OR PERMIT FEES ARE INCLUDED IN THIS PROPOSAL. ANY PERMIT OR PERMIT FEES REQUIRED BY LOCAL BUILDING DEPT'S. OR GOVT. AGENCIES ARE THE OWNER'S RESPONSIBILITY."

**TOTAL:** \$3,288.34

" PROPOSAL DOES NOT INCLUDE ANY CLEARING, GRUBBING OR GRADING "

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of: PRICE ON ACCEPTANCE OF OPTION(S) Dollars ,as follows

3. Work will begin on approximately: \_\_\_\_\_

4. Work will be completed on approximately: \_\_\_\_\_

5. This proposal is void if not accepted within: 30 days of Proposal and Contract.

50% PRE PAYMENT FOR MATERIALS ( BALANCE DUE UPON COMPLETION )  
ACCEPTANCE: \_\_\_\_\_ BY: \_\_\_\_\_

ACCEPTANCE: \_\_\_\_\_ BY: \_\_\_\_\_

**NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES**

ACCEPTANCE FENCE FACTORY BY: GEORGE FRAKER

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for

which Fence Factory will receive in payment the above sum in accordance with all of the Terms & Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: SATICOY \_\_\_\_\_, CALIFORNIA BY: \_\_\_\_\_  
DATED \_\_\_\_\_ COMPANY,

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 N. Street, Sacramento, CA 95814.

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_

**MATERIAL SALES AND CONTRACTING BRANCHES**  
**1-800-61 FENCE** THROUGHOUT THE TRI-COUNTIES

AGOURA DIVISION  
29414 Roadside Dr.  
Agoura, CA 91301  
Ph. (818) 889-2240  
Fax (805) 497-3479

GOLETA DIVISION  
60 S. Kellogg  
Goleta, CA 93117  
Ph. (805)965-2817  
Fax (805) 967-6328

RENTALS DIVISION  
1441 Callens Rd.  
Ventura, CA 93003  
Ph. (805) 644-4617  
Fax (805) 644-0309

✘ VENTURA DIVISION  
1606 Los Angeles Ave.  
Saticoy, CA 93004  
Ph. (805) 485-8831  
Fax (805) 642-1374

SANTA MARIA DIVISION  
2709 Santa Maria Way  
Santa Maria, CA 93455  
Ph. (805) 928-5848  
Fax (805) 922-4826

ATASCADERO DIVISION  
2650 El Camino Real  
Atascadero, CA 93422  
Ph. (805) 462-1362  
Fax (805) 462-1367

<b>Proposal Submitted:</b> Oxnard School District		<b>Address:</b> 1051 So. "A" St.	
<b>City:</b> Oxnard	<b>CA</b>	<b>Zip Code:</b> 93030	<b>Phone:</b> 385-1501
<b>Job Name:</b> Greg Grant @ 253-0370		<b>Job Location:</b> Harrington Elementary	<b>Job Phone:</b> 240-7582
<p>1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.</p> <p>This Change Order request represents the requested Change in the Hinges for the 26 ft. wide, Chain Link, Double-Drive Gate from the Standard Heavy Duty 180 degree Industrial Hinges to the Heavy Duty "Uphill Hinges" that consist of 2 Each 3" x 11" x 1/2" Plates per Hinge, with a 3/4" Shaft and "Bronze Self Lubricating Sleeve Bushings". They are Rated for "Commercial Applications".</p>			
<b>Materials Costs:</b>		<b>Our Cost</b>	<b>Extension</b>
2 - Pair, Heavy Duty Uphill Swing Hinges.		\$300.00	\$600.00
Tax		\$48.00	\$48.00
SubTotal			\$648.00
10%			\$64.80
Credit for 2 Pair 180 degree Hinges			\$50.00
***Prevailing Wage Bid.***			
***Any Trimming and/or Removal of Trees, Bushes, Vines or Other Obstacles to be done by Others prior to the Fence Work.***			
" NO PERMITS OR PERMIT FEES ARE INCLUDED IN THIS PROPOSAL. ANY PERMIT OR PERMIT FEES REQUIRED BY LOCAL BUILDING DEPT'S. OR GOVT. AGENCIES ARE THE OWNER'S RESPONSIBILITY."			
<b>TOTAL:</b>			\$662.80
" PROPOSAL DOES NOT INCLUDE ANY CLEARING, GRUBBING OR GRADING "			

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of: PRICE ON ACCEPTANCE OF OPTION(S) Dollars, as follows

3. Work will begin on approximately: \_\_\_\_\_

4. Work will be completed on approximately: \_\_\_\_\_

5. This proposal is void if not accepted within: 30 days of Proposal and Contract.  
50% PRE PAYMENT FOR MATERIALS ( BALANCE DUE UPON COMPLETION )  
ACCEPTANCE: \_\_\_\_\_ BY: \_\_\_\_\_

ACCEPTANCE: \_\_\_\_\_ BY: \_\_\_\_\_

**NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES**  
ACCEPTANCE FENCE FACTORY BY: GEORGE FRAKER

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive in payment the above sum in accordance with all of the Terms & Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: SATICOY, CALIFORNIA BY: \_\_\_\_\_  
COMPANY,

DATED \_\_\_\_\_  
Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 N. Street, Sacramento, CA 95814.

\_\_\_\_\_  
PRINT  
\_\_\_\_\_  
PRINT  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_



# CHANGE ORDER

Date: November 2, 2016

CHANGE ORDER NO. 001

PROJECT: HARRINGTON SCHOOL FENCING PROJECT 2016  
O.S.D. BID No. 16-INF-01  
O.S.D. Agreement No. 16-140

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT Dougherty + Dougherty  
Architects, LLP.  
3194-D Airport Loop Drive  
Costa Mesa, CA 92626

CONTRACTOR: FENCE FACTORY  
1606 Los Angeles Avenue  
Saticoy, CA 93004-3214

Attn: Mr. Chuck Bennett

Architects Proj. No.: 21336.30  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-117207

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..... \$ 143,000.00  
NET CHANGE - ALL PREVIOUS CHANGE ORDERS..... \$ 0.00  
ADJUSTED CONTRACT SUM.....\$ 143,000.00  
NET CHANGE - .....\$ 0.00

Total Change Orders to Date: .....\$ 0.00  
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 001 ..... \$ 0.00

Commencement Date: .....October 20, 2016  
Original Completion Date: .....November 30, 2016  
Original Contract Time: .....Forty-Two (42) Consecutive Days  
Time Extension for all Previous Change Orders: .....No Days  
Time Extension for this Change Order: .....Thirty (30) Consecutive Days  
Adjusted Completion Date: .....December 30, 2016

Percentage .....0%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Extension to Contract Duration to allow for delivery of long lead items	X			
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. ....\$ 0.00

\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: Cheryl Reutt

DATE: 10/21/16

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Lisa Aune

DEPUTY SUPERINTENDENT, BUSINESS AND FISCAL SERVICES:

DATE: 11-4-16

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: 11-2-16

DEPUTY SUPT./PURCHASING DIRECTOR: Lisa Q. Franz

DATE: 11-4-16

DSA APPROVAL

DATE: \_\_\_\_\_

SECTION 00310

AGREEMENT #16-140

**THIS AGREEMENT** is made this 19th day of October, 2016, 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 Fence Factory, hereinafter called the "Contractor", with a principal place of business located at 1606 Los Angeles Avenue, Saticoy, CA 93004-3214.

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

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

Bid #16-01  
Harrington School Fencing Project 2016

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 **FORTY TWO (42) CONSECUTIVE CALENDAR DAYS** beginning **Thursday, October 20, 2016** and ending **Wednesday, November 30, 2016**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Hundred Forty-Three Thousand Dollars and 00 Cents (**\$143,000.00**). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as



adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

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

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

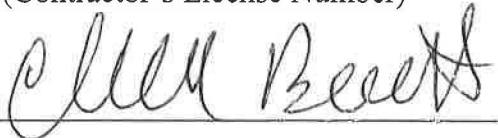
**DISTRICT**

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

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

**CONTRACTOR**

275524  
(Contractor's License Number)

By: 

Name: Charles Bennett

Title: Vice President  
(Corporate Seal)

**END OF SECTION**

OSD BOARD AGENDA ITEM

**Name of Contributor: Robin I. Freeman**

**Date of Meeting: 2/1/17**

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

Approval to attend Out of State School Sites – Chicago, Illinois (Freeman/DeGenna)

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The Board’s approval is requested for the Assistant Superintendent Ms. Robin Freeman, the Director of Dual Language Programs Dr. Ana DeGenna, and the following seven Principals (Brasilia Perez –Chavez School, Kelly Castillo – Curren School, Carol Flores-Beck – Driffill School, Leticia Ramos – Elm School, Christine McDaniels – Kamala School, Sally Wennes, Lemonwood School and Aracely Fox, Soria School) of the Dual Language Program schools to visit Mundelein School District and Woodstock School District in Chicago, Illinois. The visit will be to observe the implementation of the Teaching for Biliiteracy Framework and to meet and collaborate with district staff who have been implementing the Biliiteracy Framework successfully for several years and to see the Framework in action. The visits shall occur on February 26th through March 1st, 2017. This meeting will include collaborative learning opportunities focused on the framework implementation and professional development plan. The meeting sessions will encourage dialog on the needs for successful implementation for the dual language programs and how attendees can innovate to enhance school’s programs

**FISCAL IMPACT:**

To be paid from LCFF Bilingual Funds - Not to exceed \$20,000 in airfare, ground travel, lodging and meals.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Dual Language that the Board of Trustees approve the out of state conference attendance as outlined above.

**ADDITIONAL MATERIAL:**

None

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 2/1/17

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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Contractor Contingency Allocation No. 003 for a Credit to the Lemonwood E.S. Reconstruction Project's Contractor Contingency for a reduction of cost for 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.

March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. During that Meeting, the inclusion of a Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar (\$747,709.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

At the Board meeting of December 7, 2016, the Board approved Contingency Allocation No. 001, which was for the cost of an interim access ramp and landing, serving relocatable classrooms No.'s 909, 910, 911 and 912. Contingency Allocation No. 001 did not increase the Contract duration time.

Contractor Contingency Allocation No. 002 was presented during the Regular Board meeting of February 1, 2017 for the Board's consideration and approval of a combination of eleven (11) different Proposed Change Order Items.

Contractor Contingency Allocation No. 003 represents a combined seven (7) Proposed Change Order Items; all of which fall under guidelines 2, 3, and 4 referenced above: “(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”. Detailed descriptions of the Change Items may be found in the Contractor Contingency Form. Certain non-DSA required testing, and value engineering items approved by District Administration result in this Contractor Contingency Allocation providing a CREDIT to the Contractor Contingency.

## **FISCAL IMPACT**

Contractor Contingency Allocation No. 003 will be a **CREDIT** to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **One Thousand Eight Hundred Twenty-Nine Dollars and Sixty-Two Cents** (\$1,829.62). 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. 003 will be **Six Hundred Seventeen Thousand Nine Hundred Twenty-Five Dollars and Twenty-Two Cents**. (\$617,925.22).

## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve the CREDIT derived from Contractor Contingency Allocation No. 003 to the Construction Services Agreement #15-198 with Swinerton Builders, for a net reduction of cost associated with 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. 003 (2 Pages)*  
                  *Swinerton PCI No. 0012 (7 Pages)*  
                  *Swinerton PCI No. 0042 (3 Pages)*  
                  *Swinerton PCI No. 0080 (6 Pages)*  
                  *Swinerton PCI No. 0088 (21 Pages)*  
                  *Swinerton PCI No. 0089 (8 Pages)*  
                  *Swinerton PCI No. 0090 (7 Pages)*  
                  *Swinerton PCI No. 0091 (5 Pages)*  
                  *Construction Services Agreement #15-198 (19 Pages)*



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: February 1, 2017

CONTRACTOR CONTINGENCY ALLOCATION NO. 003

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	(\$131,613.40)
ADJUSTED CONTINGENCY SUM	\$ 616,095.60
<b>NET CHANGE -</b>	<b>\$ 1,829.62</b>
<hr/>	
Total Contingency Allocations to Date:	(\$ 129,783.78)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.:003 .....	\$ 617,925.22
Commencement Date: .....	May 23, 2016
Original Completion Date: .....	July 23, 2018
Original Contract Time:.....	791 Calendar Days
Time Extension for all Previous Contractor Contingency Allocations: .....	No Days
Time Extension for this Contractor Contingency Allocation Order: .....	No Days
Adjusted Completion Date: .....	July 23, 2018
Percentage .....	0%

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 # 12 - CCD 007 Administration building Fire Sprinkler revisions			\$4,687.19	
2.	PCI # 42 - CCD 014 Double sided shearwall			\$4,178.44	
3.	PCI # 80 – Deduct pressure testing of HVAC ductwork				(\$8,946.00)
4.	PCI # 88 – Bulletin #32 lighting control modifications				(\$3,015.00)
5.	PCI # 89 – RFI #129 Add backdraft dampers		\$2,804.92		
6.	PCI # 90 – RFI # 134 Add Smoke Fire damper in Classroom Building		\$2,224.83		
7.	PCI # 91 – Connection of Fire Alarm devices in ceiling locations				(\$3,764.00)
	<b>Totals</b>		\$5,029.75	\$8,865.63	(\$15,725.00)

Total Contractor Contingency Allocation Approval No. 003 ..... (\$1,829.62)

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



October 7, 2016

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Lisa Cline

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0012 CCD 007 Fire Sprinkler revisions

Dear Ms. Cline,

We request a Change Order to our contract for the following:

Up-size main piping and add seismic bracing per DSA revisions

Phase	Category	Description	Subcontractor	Quote
211300	71140	CCD 007 Admin Fire Sprinkler Revisions	Superior Fire Inc.	3,927.00
			<b>Subtotal</b>	<b>3,927.00</b>
007480	71160	Subguard	1.15%	45.16
007420	71160	General Insurance	1.15%	45.68
007410	71160	Builders Risk	0.6%	23.83
991000	79999	Fee	15%	606.25
007480	71160	P&P Bond	1%	39.27
			<b>Markup Subtotal</b>	<b>760.19</b>
			<b>PCI Total</b>	<b>4,687.19</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,687.19**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X  We **HAVE** 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 has proceeded 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: \_\_\_\_\_

10/7/2016

Quotation accepted by:  
Oxnard School District

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

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



# SUPERIOR FIRE, INC.

SOLUTIONS FOR SAVING PROPERTY AND LIVES

FRIDAY, AUGUST 12, 2016

Proposal #081216

**Swinerton Builders**

17731 Mitchell North, Suite 200  
Irvine, CA 92614

P. (949) 622-7060

**ATTN: Bill Gray**

BGray@swinerton.com

**PROJECT:**

**Cost proposal for  
CCD 007**

**Lemonwood K-8 Reconstruction**

2200 Carnegie Ct.  
Oxnard, CA 93033

We are pleased to submit this cost proposal provide additional work and or material for the above stated project. The work provided to be per NFPA 13 2013 and all jurisdictional requirements of the DSA as a light hazard system.

The following pricing will complete work as listed below:

Grand Total:

**\$3,927.00**

**Scope of work:**

- Due to changes in original DSA bid plans the following cost impact associated with this revision are as noted:
  - a. Upsizing of fire sprinkler mains in building 1 classrooms from 2½" to 4".
  - b. Additional seismic bracing.
- All piping to meet local and NFPA 13 2013 standards and the DSA.
- Work shall include all materials & labor.

**WE HAVE EXCLUDED THE FOLLOWING FROM OUR BID:**

- Pre-action and or clean agent fire suppression
- Sprinkler coverage in unoccupied noncombustible attic space(not required per NFPA 13)
- Concrete/asphalt saw cutting
- Fire stopping and or filling of cored or drilled holes
- All fire alarm / monitoring electrical work , mounting of fire alarm bells and monitoring
- Any painting of pipe
- Custom signage
- Access panels
- Covering or insulation of pipe
- Fire hose stations
- Fire extinguishers
- Structural calculations
- Engineering

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- Coring, cutting and patching of any kind, to include, but not limited to: asphalt, concrete, drywall, masonry, etc.

### ADDITIONAL NOTES:

- **DUE TO INCREASING STEEL PRICES, AND PIPE AVAILABILITY, MATERIAL COSTS AND PROJECT SCHEDULE ARE SUBJECT TO CHANGE WITHOUT NOTICE**
- DIR Registration #1000006805
- We will begin engineering upon receipt, of a signed contract, and "20 Day Preliminary Notice" information. Any additions or extras desired or required will be billed separately, as they are completed at 100% of cost. A signed faxed contract is a valid and binding contract.

### GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

1. **PAYMENT:** As a condition of performance, payments are to be made on a progress basis as follows: Customer will pay 20% + Permits upon completion and submission of engineered plans, specifications and submission to local authorities. 75% upon completion of rough installation, 5% upon final inspection and acceptance by Customer. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less. Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a fifteen percent (15%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

2. **TAXES:** The Seller shall be responsible for all taxes applicable to the work and/or materials hereunder.

3. **WORK HOURS:** Seller will perform all work during normal business hours: Monday through Friday, 7 a.m. to 3:30 p.m. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

4. **INSTALLATION/SITE CONDITIONS:** Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge

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Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

5. **TIME AND MATERIALS SERVICE WORK / CHANGE ORDERS:** In the event that Seller is asked by Customer to perform additional work, e.g., on a time and materials basis or per change order, during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller rates in effect at the time the work is performed.

6. **WARRANTIES:** Any equipment provided by the Seller will be warranted for a period of ninety (90) days from the date the equipment or replacement parts are installed by Seller. Notwithstanding the foregoing, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or correction required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

**PHYSICAL SECURITY** - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

7. **INDEMNIFICATION:** Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

8. **INSURANCE:** Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering Superior Fire Inc. bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

9. **FORCE MAJEURE:** Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, supplier default, extreme weather or traffic conditions, order or other act of any

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governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

10. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

11. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

12. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

13. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

14. COMMERCIAL ITEMS: Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal

Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

15. GENERAL: (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

16. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Attorneys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

17. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

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FIRE PROTECTION & ALARM



# SUPERIOR FIRE, INC.

## SOLUTIONS FOR SAVING PROPERTY AND LIVES

18. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

20. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Attn: Operations Department  
 Superior Fire Inc.  
 4464 McGrath Street #106  
 Ventura, CA 93003

And if sent by the Seller to the Customer, shall be addressed as follows:

Attn:

*Proposed by: Erik Olmstead*

*Proposal Number: 081816*

*Accepted by:*

Date 08/12/2016

Customer Signature:

Date

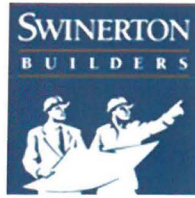
Fire/Life Safety Consultant

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FIRE PROTECTION & ALARM





December 8, 2016

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. 0042 CCD 0014 Add shearwall at Classroom Building

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Update to sheets S-111A, S-112A and S621 to accommodate a 4'-0" wide window in a 38'-0" long shear wall. Update to shear wall schedule is to change the wall from single sided to double sided sheathing.

Phase	Category	Description	Subcontractor	Quote
061000	71140	CCD 014 - Double Sided Shear Wall and Added Window- MATERIAL	ABDELLATIF ENTERPRISES, INC.	1,136.72
061000	71140	CCD 014 - Double Sided Shear Wall and Added Window- LABOR	ABDELLATIF ENTERPRISES, INC.	2,364.03
			<b>Subtotal</b>	<b>3,500.75</b>
007480	71160	Subguard	1.15%	40.26
007410	71160	Builders Risk	0.6%	21.25
007420	71160	General Insurance	1.15%	40.72
007510	71160	P&P Bond	1%	35.01
991000	79999	Change Order Fee	15%	540.45
			<b>Markup Subtotal</b>	<b>677.69</b>
			<b>PCI Total</b>	<b>4,178.44</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,178.44.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X  We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

---

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: \_\_\_\_\_

12/08/2016

Quotation accepted by:  
Oxnard School District

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

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



Change Order #

5

DATE: September 29, 2016

PROJECT: Lemonwood K-8 School LLB

**Cost proposal associated with RFI 48 and 48R1**

**Description: RFI 48 (Answer 9) added post type F along grid 3 (the add is for the HD19). RFI 48R1 (Answer2) changed single sided shear walls on both floor to double sided shear walls on both floors.**

Materials	Qty	Unit	Unit Price	Extension
HD19 DF #1	1		\$ 90.50	\$ 90.50
1" x 8" machine bolts	5		\$ 1.59	\$ 7.95
1" plate washers	5		\$ 1.89	\$ 9.45
1 1/4" x 30" allthread	1		\$ 5.25	\$ 5.25
4x4x1/2" plate washer	1		\$ 4.95	\$ 4.95
Material Subtotal				\$ 118.10
Material Sales Tax				\$ 10.63
Material Total				\$ 128.73
Labor	2		\$ 64.24	\$ 128.48
Subtotal Material & Labor				\$ 257.21
Profit & Overhead	15%			\$ 38.58
<b>Subtotal</b>				<b>\$ 295.79</b>

**Description: Change shear wall along 3 line to double sided on both floors. Studs change from 3x to 2x at plywood breaks.**

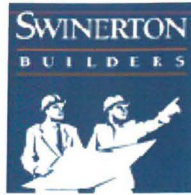
Materials	Qty	Unit	Unit Price	Extension
1/2x4x8 CDX Struct 1 plywood	30		\$ 21.75	\$ 652.50
3x6x12 DF #1	18		\$ 17.42	\$ 313.56
2x6x12 DF #1 Dry	-18		\$ 10.25	\$ (184.50)
Material Subtotal				\$ 781.56
Material Sales Tax				\$ 78.16
Material Total				\$ 859.72
Labor	30		\$ 64.24	\$ 1,927.20
Subtotal Material & Labor				\$ 2,786.92
Profit & Overhead	15%			\$ 418.04
<b>Subtotal</b>				<b>\$ 3,204.96</b>

Change Order Total:

\$ 3,500.75

L  
M  
\$ 2364<sup>03</sup>  
1136<sup>72</sup>





November 17, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Marlene Hickle

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0080

Dear Marlene,

We request a Change Order to our contract for the following:

RFI 133 confirmation that pressure testing of HVAC ductwork is not required.

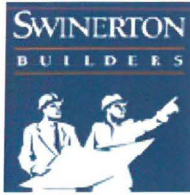
Phase	Category	Description	Subcontractor	Quote
230010	71140	RFI 133 confirmation that pressure testing of HVAC ductwork is not required.		-8,946.00
			<b>Subtotal</b>	<b>-8,946.00</b>
			%	
			<b>Markup Subtotal</b>	
			<b>PCI Total</b>	<b>-8,946.00</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-8,946.00.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

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: \_\_\_\_\_

11/17/2016

Quotation accepted by:  
Oxnard School District

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

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



# SHELDON MECHANICAL CORPORATION

November 16, 2016

Swinerton  
865 S. Figueroa Suite 3000  
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School  
SMC COR #1 RFI #00133 Duct Pressure Testing

Dear Bill,

Attached is our itemized credit per RFI #00133 to pressure test the Supply Ductwork per Spec Section 233113 – 9, 3.7B.

Credit for SMC COR #1 is \$8,946.00

If you have any questions please call me.

Sincerely,

*Dillon J. Boute*

Dillon J. Boute

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083  
California State Contractors License Number 463722 – C20. C38

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #1

**Sheldon Mechanical Corporation**

26015 avenue hall  
Santa Clarita, CA 91355

DATE	PAGE
11/12/16	1
TIME	
02:30 PM	

Phone: 661-286-1361

FAX: 661-287-9081

	Description	Ref	Ref Amount	Op	Rate	Amount
1	DIRECT FIELD LABOR:					
2	DLT Building 1	Calc	34.00	*	-96.85	-3,292.90
3	DLT Building 2	Calc	5.00	*	-96.85	-484.25
4	DLT Building 3	Calc	6.00	*	-96.85	-581.10
5	DLT Building 4	Calc	4.00	*	-96.85	-387.40
6	SUBTOTAL					-4,745.65
7						
8	SUB CONTRACTS:					
9	AIR BALANCE:					
10	Matrix					-4,200.00
11	SUBTOTAL					-4,200.00
12						
13	JOB SUBTOTAL					-8,945.65
14						
15	JOB TOTAL					-8,945.65

**MATRIX**  
AIR BALANCE, INC.

**BID PROPOSAL**

August 23, 2016

Sheldon Mechanical Corp.  
26015 Avenue Hall  
Santa Clarita, CA 91355

Re: Lemonwood K-8 Reconstruction  
Test & Balance

Estimating Dept.,

Duct Leakage Verification: \$ 4,200.00

Please contact me with any questions regarding the specifics of this quotation.

Thanks,

*Mario Herrera*

Mario Herrera  
Estimator



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00133

---

To:	SVA ARCHITECTS, INC.	RFI Date:	10/31/2016
Attention:	Tom Bardwell	Date Due:	11/07/2016
CC:		RFI Type:	Mechanical
		Priority:	Normal
		Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: Duct Pressure Testing

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

SMACNA Standards (attached) do not recommend duct pressure testing for systems under 3 inch WG. Ductwork on project is below 3 inch WG and the static pressure for those systems is less than 2 inch.

---

**SUGGESTION:**

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Please confirm that leak testing is not required on this project per SMACNA standards submitted with RFI.

---

**ANSWER:**

Answered By: Tom Bardwell

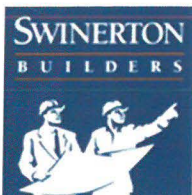
Date of Response: 11/14/2016

Duct leakage testing is in specification 233113 Metal Duct Section 3.7 B, but is not required per T-24 or by code on this project. So it is at the discretion of the district to do the leakage testing or not.

---

**ATTACHMENTS:**

RFI 6 Duct Pressure Testing



December 19, 2016

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. 0088 Modify lighting control and power needs per Bulletin #32

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Modify lighting control and power needs per Bulletin #32

Phase	Category	Description	Subcontractor	Quote
260010	71140	Modify lighting control and power needs per Bulletin #32	TAFT ELECTRIC COMPANY	-3,015.00
			<b>Subtotal</b>	<b>-3,015.00</b>
			%	
			<b>Markup Subtotal</b>	
			<b>PCI Total</b>	<b>-3,015.00</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-3,015.00.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** 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 has proceeded 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*

Bill Gray  
PM  
Date: \_\_\_\_\_

*12/19/2016*

Quotation accepted by:  
Oxnard School District

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

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





**Taft Electric Company**  
 1694 Eastman Avenue  
 Ventura, CA 93003  
 (805)642-0121  
 Contractor License # 772245

**Change Order Request**

Detailed, Grouped by Each Number

**2241 Lemonwood**  
 2200 Carnegie Court  
 Oxnard, CA 93033

**Project # 2241**  
 Tel: Fax:

**TAFT ELECTRIC COMPANY**

**Change Order Request: 026**

**Date: 12/7/2016**

**To:** Bill Gray  
 Swinerton Builders  
 865 S. Figueroa Street  
 Los Angeles, CA 90017

**From:** Matt Gobuty  
 TAFT ELECTRIC COMPANY  
 P.O. Box 3416  
 Ventura, CA 93006

Description	Category	Status
Bulletin 34 Classroom Lighting & Power Changes		submitted

Reference	Required By	Days Req	Amt Req
Bulletin 34	12/14/2016	0	(3,015)

**Notes**

We are submitting the above credit for (32) Classroom Switches omitted in bulletin 34 and (2) Lab AV outlets omitted in TEC RFI 035.

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty  
 Project Manager  
 (805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		<b>Description</b>	<b>Notes</b>			

**Approved By:**  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Date \_\_\_\_\_



Job ID: 2241 LEMONWOOD COR  
 Project: 2241 Lemonwood COR



**Takeoff**

Vendor: COST Labor Level: LABOR 1 7 Dec 2016 15:00:10

Region: COR 026 BULLETIN 34 LTG PWR CHANGES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				<b>CREDIT (32) SWITCHES</b>				
160721	-32	EA	M	16"	WALL BOX HANGER + BRACKET	3.3062	-105.80	0.0300	-0.96
150001	-32	EA	M	1-1/4"D 18.0-CI	4"SQ 1/2- KO NO BRKT	1.6500	-52.80	0.3000	-9.60
150059	-32	EA	M	1/2"RISE 3.8-CI	1G 4"SQ PLASTER-RING	2.1347	-68.31	0.1500	-4.80
140449	-32	EA	M	1-DECORA	1G PLASTIC PLATE	0.7300	-23.36	0.1000	-3.20
45	-320		M		CATS	0.0800	-25.60	0.0075	-2.40
	0				<b>CREDIT (2)AV BOXES</b>				
160721	-2	EA	M	16"	WALL BOX HANGER + BRACKET	3.3062	-6.61	0.0300	-0.06
150001	-2	EA	M	1-1/4"D 18.0-CI	4"SQ 1/2- KO NO BRKT	1.6500	-3.30	0.3000	-0.60
150059	-2	EA	M	1/2"RISE 3.8-CI	1G 4"SQ PLASTER-RING	2.1347	-4.27	0.1500	-0.30
140449	-2	EA	M	1-DECORA	1G PLASTIC PLATE	0.7300	-1.46	0.1000	-0.20
<b>Phase Totals:</b>							<b>-291.51</b>		<b>-22.12</b>
<b>Job Totals:</b>							<b>-291.51</b>		<b>-22.12</b>

# PacifiCom

Pacific Coast Sound and Communications  
 330 N. Wood Road, Suite L • Camarillo, CA 93010  
 (805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353  
 www.pacificomusa.com • License #529914 (C7/C10)

## CHANGE ORDER PROPOSAL

### Taft Electric Company

ATTENTION: Matt Gobuty

Lemonwood Elementary School- K-8 Reconstruction

Purchase order # 2241.03

Sales order # 5108

November 28, 2016

DESCRIPTION:		RFI 35, Omit 2 data outlets at TV locations.			
MATERIAL ADD					
QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				TOTAL ADD PRICE	\$0.00

MATERIAL DEDUCT					
QTY	PART NUMBER	MFG	DESCRIPTION	UNIT COST	EXTENDED COST
4	AX104193	Belden	Jack, Category 6A	\$8.35	\$33.40
2	AX102655	Belden	Faceplate	\$1.69	\$3.38
120	10GX13	Belden	Cable, category 6A	\$0.50295	\$60.35
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				TOTAL DEDUCT PRICE	\$97.13

LABOR CHARGES					
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST	
		-1	\$75.00	-\$75.00	
				\$0.00	
				\$0.00	
				\$0.00	
				TOTAL LABOR PRICE	-\$75.00

MATERIALS COSTS	ADD	\$0.00	
	DEDUCT	\$97.13	
	TOTAL ADD/DEDUCTS	\$97.13	
	TOTAL COST OF MATERIALS	\$97.13	
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	\$111.70	
	SALES TAX	\$8.94	8.00%
	FREIGHT	\$0.00	0%
MARK UP AND LABOR COSTS	LABOR COST	\$75.00	
	PROFIT & OVERHEAD LABOR	\$11.25	
	TOTAL LABOR	\$86.25	15%

TOTAL CHANGE ORDER AMOUNT: -\$206.89

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized Signature: *Glenn M. Vaccaro* Taft Electric Company  
 This proposal may be withdrawn by us if not accepted with in 15 days.

CONTRACTOR  
 Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree to be contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered.



## Matt Gobuty

---

**From:** CMiC I/O <cmicionewprod@swinerton.com>  
**Sent:** Wednesday, November 09, 2016 7:15 AM  
**To:** Matt Gobuty  
**Subject:** 16055106MG RFI TAFT-00030 TEC RFI 035 Science-Flex Lab Televisions  
**Attachments:** RFI 035 Science-Flex Lab Televisions.pdf

### RFI TAFT-00030

---

From	Matt Gobuty
To	Nalani Scanlon
CC	Matt Gobuty
Project	Lemonwood K-8 School LLB
Subject	TEC RFI 035 Science-Flex Lab Televisions

---

**Author:** Nalani Scanlon

**Date:** 2016-10-25 09:26 AM

Forwarded by Nalani Scanlon to Tom Bardwell as 00121

---

**Subject:** TEC RFI 035 Science-Flex Lab Televisions  
**Date Required:** 2016-10-26  
**Cost Impact:** Yes  
**Cost Amount:**  
**Question:** On Power Plan E1-2.2A, the Science / Flex Lab shows (2) power outlets for TVs. A1-51.5 Details 2&4 wall elevations also show (2) TVs. However, E1-3.2A Signal Plan shows (4) TV A/V outlets. Please confirm that the Power Plan E12.2A and A1-51.5 Details 2&4 are correct. (see attached snapshots from drawings)

Modified question:

On Power Plan E1-2.2A, the Science / Flex Lab shows (2) power outlets for TVs. A1-51.5 Details 2&4 wall elevations also show (2) TVs. However, E1-3.2A Signal Plan shows (4) TV A/V outlets.

**Suggestion:**

**Answer:** Remove (2) unused TV outlet shown on E1-3.2A. Provide credit back to the owner for unused boxes and cabling.

[Click here](#) to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

---

Note: Please ensure that you leave "**16055106MG RFI TAFT-00030**" in the subject line of all emails you send related to this RFI. Replies must be **above** the original message. Attachments will also be accepted.

---



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

TEC RFI 035

Detailed, RFIs without Routing Information Grouped by RFI Number

**2241 Lemonwood**  
2200 Carnegie Court  
Oxnard, CA 93033

**Project # 2241**  
Tel: Fax:

**TAFT ELECTRIC COMPANY**

**RFI #: 035** **Date Created: 10/19/2016**

RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

**RFI Answered By:** **Owner RFI Number**

Subject	Discipline	Category
Science / Flex Lab Televisions	Electrical	

Cost Impact	Amount	Sched Impact	Days	Dwg Impact
Not Sure		Not Sure		Not Sure

**Cost Impact Comments** **Sched Impact Comments** **Dwg Impact Comments**

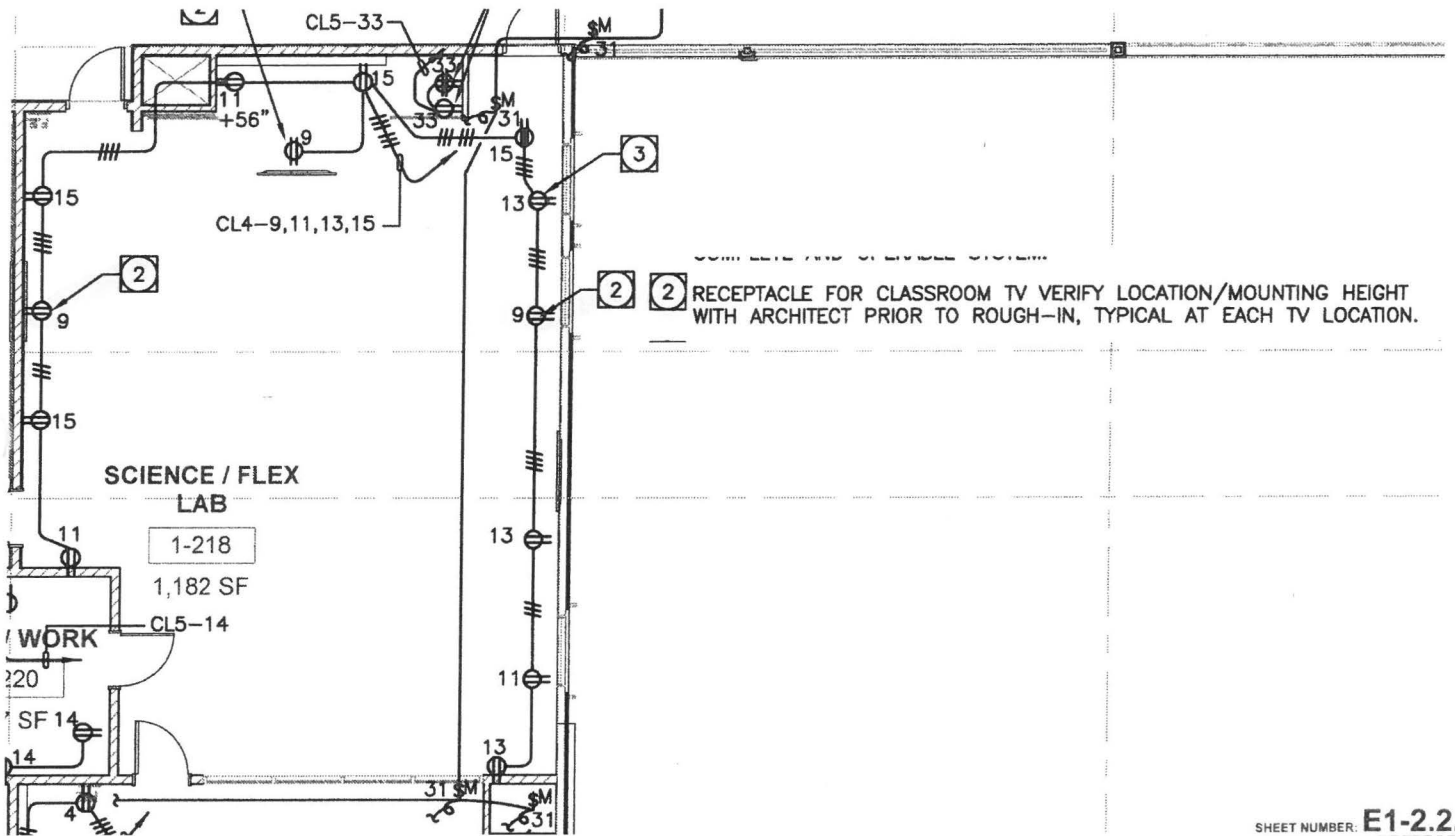
**Cc: Company Name** **Contact Name** **Copies** **Notes**

**Question** **Date Required: 10/26/2016**

On Power Plan E1-2.2A, the Science / Flex Lab shows (2) power outlets for TVs. A1-51.5 Details 2&4 wall elevations also show tow TVs. However, E1-3.2A Signal Plan shows (4) TV A/V outlets. Please confirm that the Power Plan E1-2.2A and A1-51.5 Details 2&4 are correct. (see attached snapshots from drawings)

**Suggestion**

**Answer** **Date Answered:**

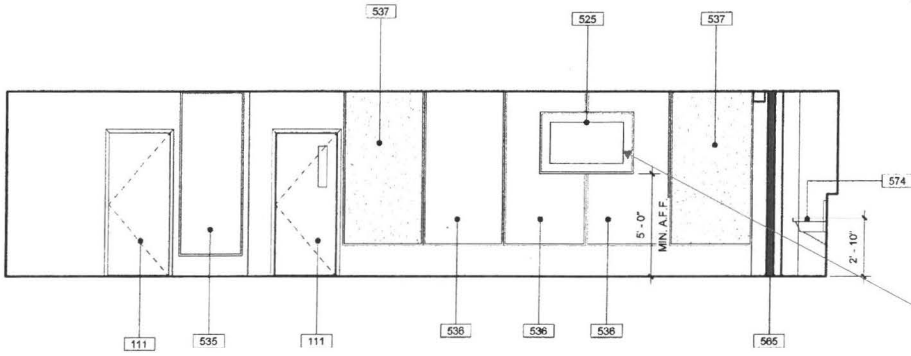


SHEET NUMBER: **E1-2.2.A**

SHEET TITLE:

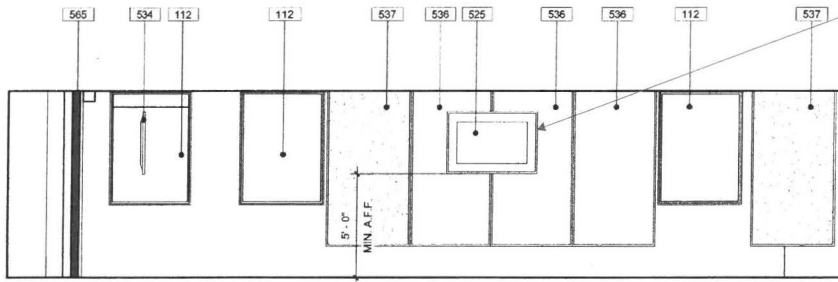
**BUILDING 1  
CLASSROOMS  
LEVEL 2  
SEGMENT A -  
POWER PLAN**





CLASSROOM SCIENCE/FLEX LAB - WEST 1/4" = 1'-0" 4

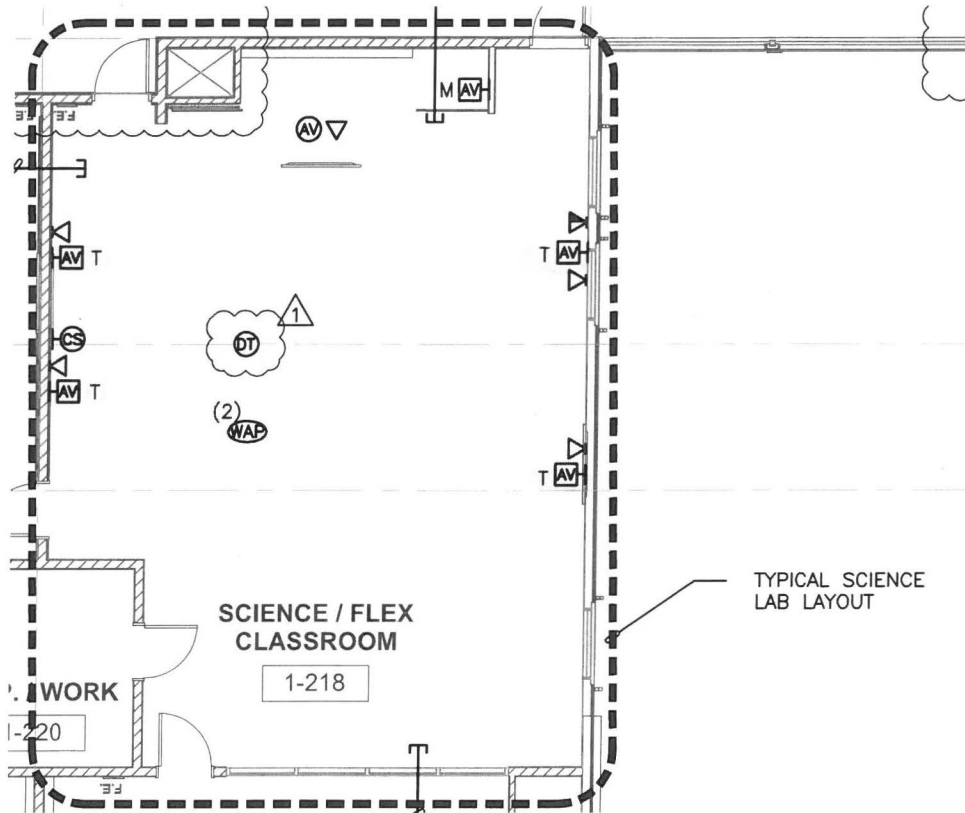
Single TV



CLASSROOM SCIENCE/FLEX LAB - EAST 1/4" = 1'-0" 2

SHEET NUMBER: **A1-51.5**  
 SHEET TITLE:

**CLASSROOM -  
 BLDG 1 -  
 INTERIOR  
 ELEVATIONS**



SHEET NUMBER: **E1-3.2.A**

SHEET TITLE: \_\_\_\_\_

**BUILDING 1  
CLASSROOMS  
LEVEL 2  
SEGMENT A -  
SIGNAL PLAN**

November 3, 2016

Mr. Tom Bardwell  
**SVA Architects Inc.**  
3 MacArthur Place, Suite 850  
Santa Ana, CA 92707

Re: **Lemonwood K-8 Modernization**  
tk1sc Project 2013-0451

Please issue the following bulletin to the above referenced project:

Drawing Items:

1. Sheet E1-1.1.A, Building 1 Classrooms Level 1 Segment A – Lighting Plan:
  - a. Removed light switch per attached sketch ESK-01.
2. Sheet E1-1.1.B, Building 1 Classrooms Level 1 Segment B – Lighting Plan:
  - a. Removed light switch per attached sketch ESK-02.
3. Sheet E1-1.2.B, Building 1 Classrooms Level 2 Segment A – Lighting Plan:
  - a. Removed light switch per attached sketch ESK-03.
4. Sheet E1-1.2.B, Building 1 Classrooms Level 2 Segment B – Lighting Plan:
  - a. Removed light switch per attached sketch ESK-04.
5. Sheet E1-2.1.A, Building 1 Classrooms Level 1 Segment A – Power Plan:
  - a. Revise location of counter receptacle per attached sketch ESK-05.
6. Sheet E1-2.1.B, Building 1 Classrooms Level 1 Segment B – Power Plan:
  - a. Revise location of counter receptacle per attached sketch ESK-06.
7. Sheet E1-2.2.A, Building 1 Classrooms Level 2 Segment A – Power Plan:
  - a. Revise location of counter receptacle per attached sketch ESK-07.
8. Sheet E1-2.2.B, Building 1 Classrooms Level 2 Segment B – Power Plan:
  - a. Revise location of counter receptacle per attached sketch ESK-08.

Sincerely,  
**tk1sc**

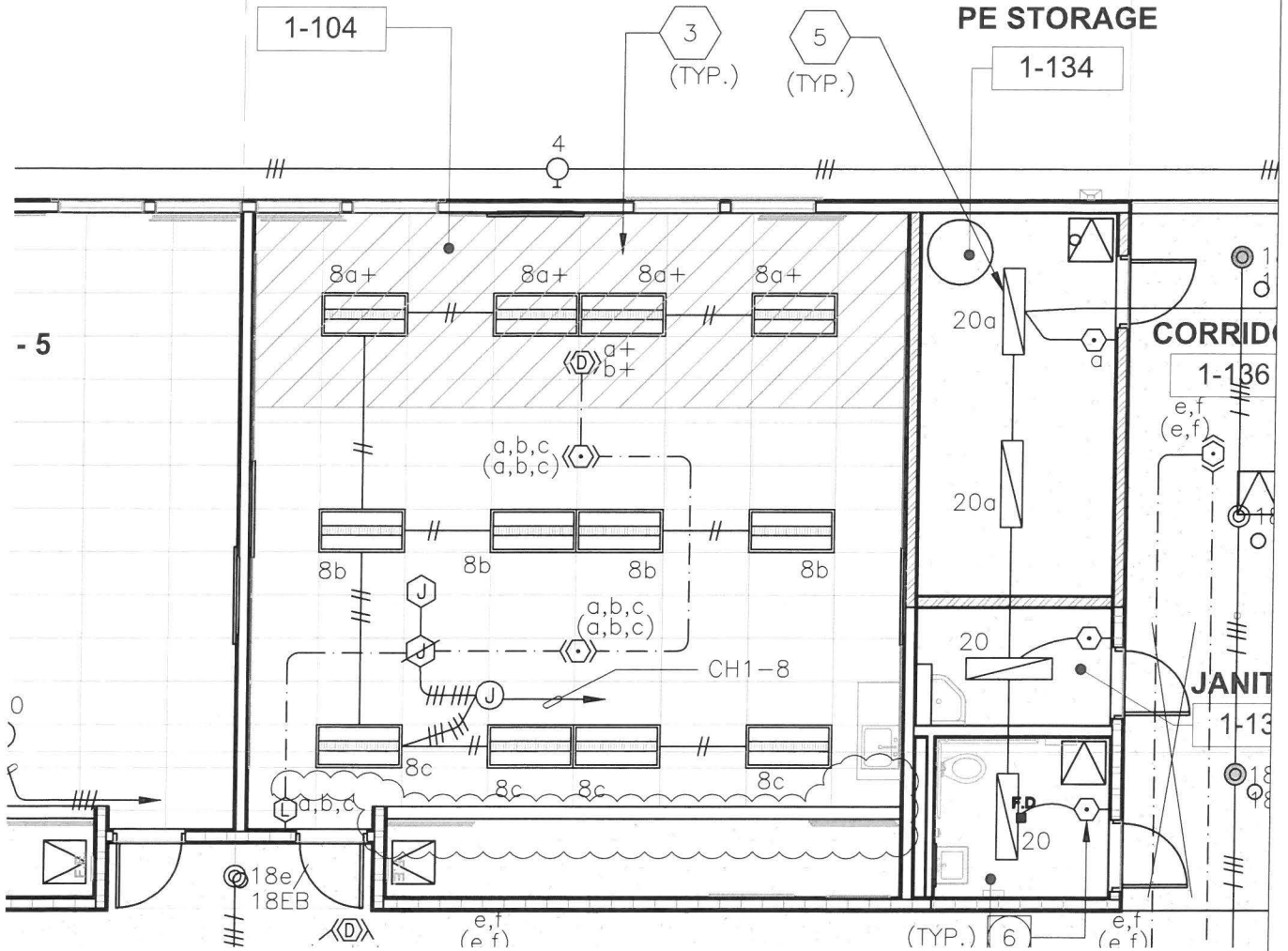
***Bill Voller***

Bill Voller,  
Senior Associate  
Bv/al

P:\2013\2013-0451 OSD Lemonwood K-8\Admin\Common\Bulletin and Addendum Letters\Lemonwood Bltn 2016-10-11.docx

**CLASSROOM 4 - 5**

**PE STORAGE**



**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



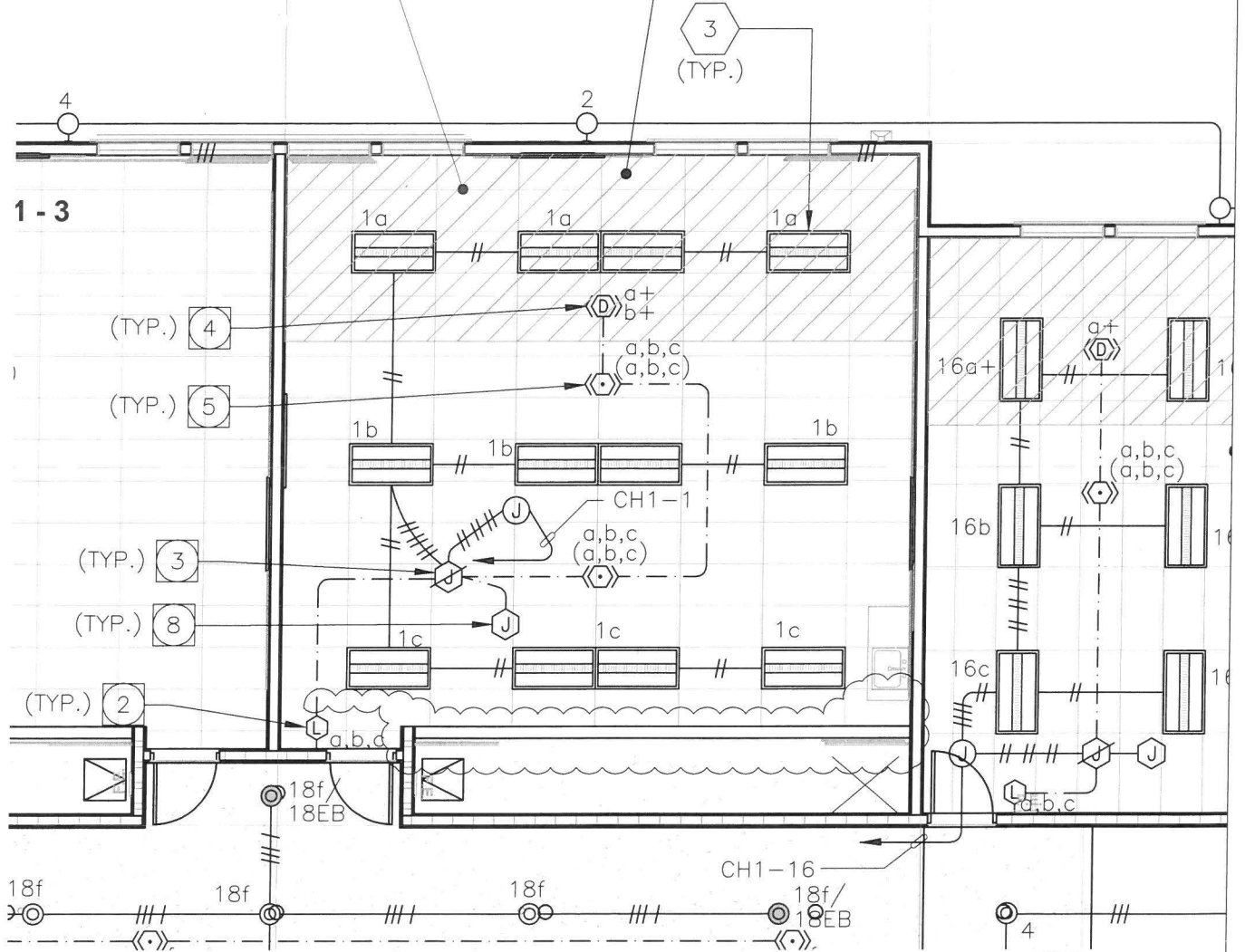
DESCRIPTION:	BUILDING 1 CLASSROOMS LEVEL 1 SEGMENT A - LIGHTING PLAN
PROJECT NAME:	LEMONWOOD K-8 RECONSTRUCTION
PROJECT NUMBER:	1340121

DRAWING REFERENCE:	RFI #:
E1-1.1.A	34
ISSUE REFERENCE:	DATE
SKE-1	11-03-2016
	SCALE
	1/8"=1'-0"
	DRAWN BY
	tk1sc

**CLASSROOM 1 - 3**

1-113

PRIMARY DAYLIGHT ZONE, TYPICAL.



**tk1sc**  
COLLABORATIVE

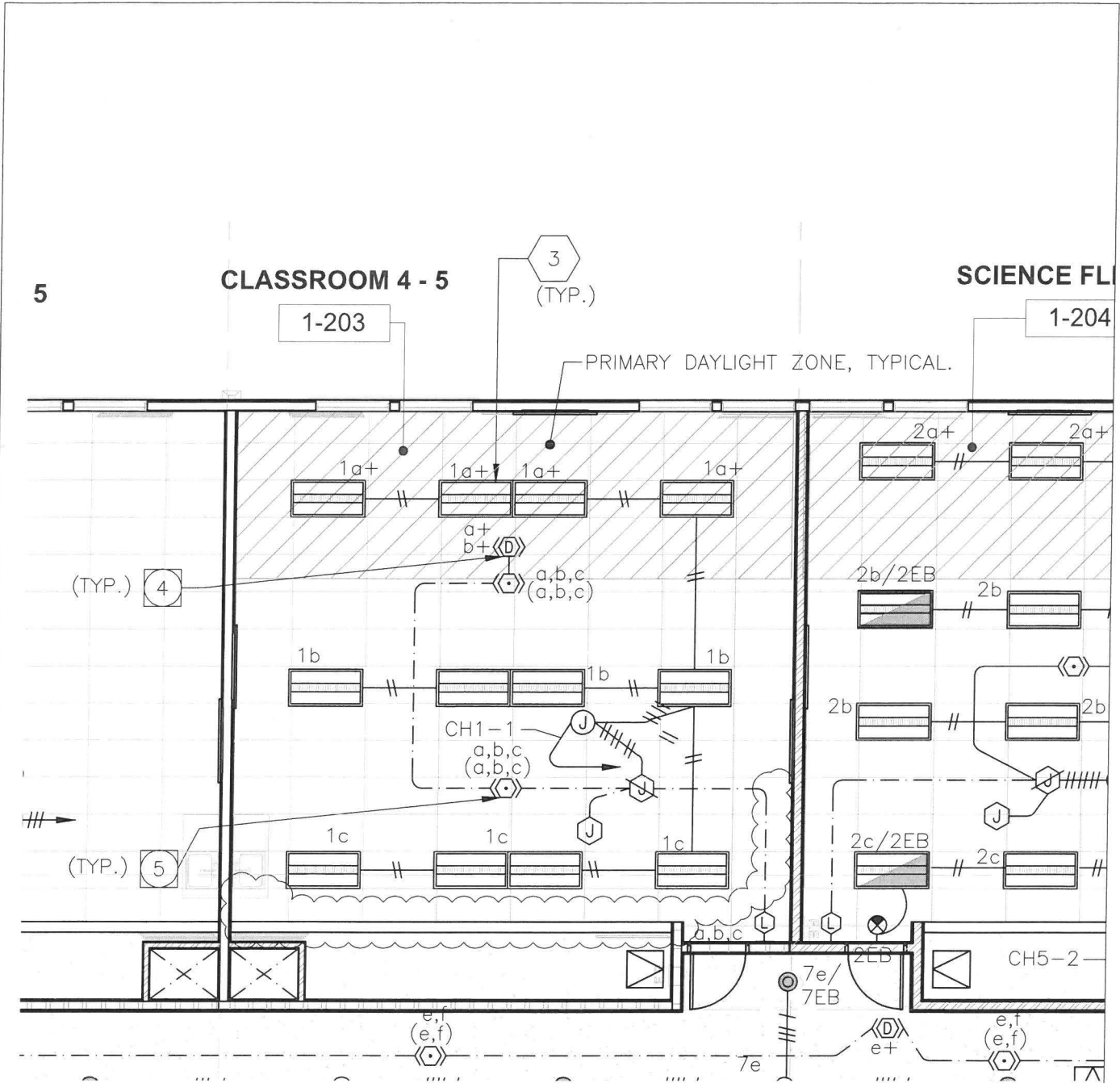
11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



DESCRIPTION:	BUILDING 1 CLASSROOMS LEVEL 1 SEGMENT B - LIGHTING PLAN
PROJECT NAME:	LEMONWOOD K-8 RECONSTRUCTION
PROJECT NUMBER:	1340121

DRAWING REFERENCE:	E1-1.1.B	RFI #:	34
ISSUE REFERENCE:	SKE-2	DATE:	11-03-2016
		SCALE:	1/8"=1'-0"
		DRAWN BY:	tk1sc



**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

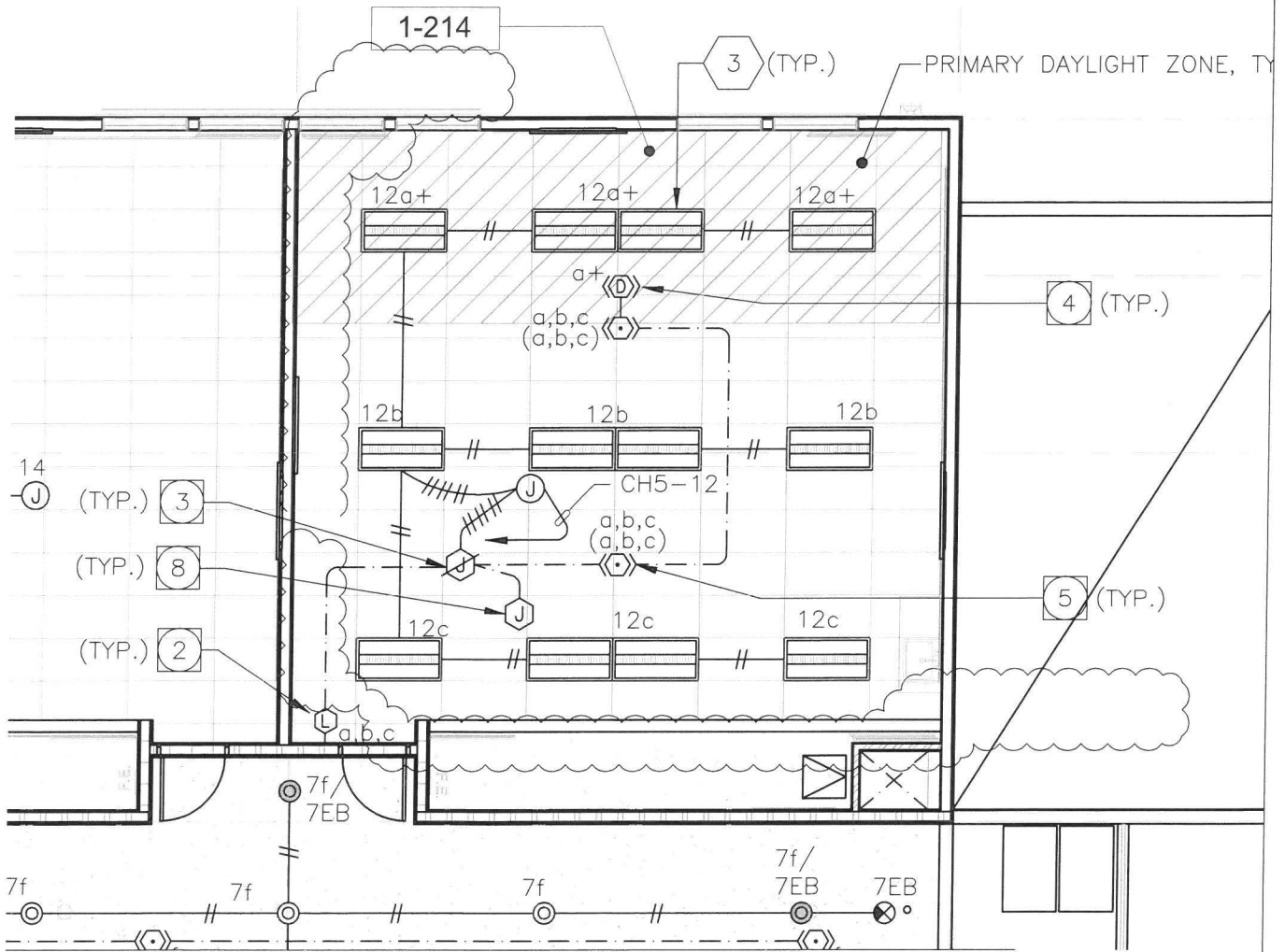
Bill Voller  
tk1sc #2013-0451



DESCRIPTION:	BUILDING 1 CLASSROOMS LEVEL 2 SEGMENT A - LIGHTING PLAN
PROJECT NAME:	LEMONWOOD K-8 RECONSTRUCTION
PROJECT NUMBER:	1340121

DRAWING REFERENCE:	E1-2.1.A	RFI #:	34
ISSUE REFERENCE:	SKE-3	DATE:	11-03-2016
		SCALE:	1/8"=1'-0"
		DRAWN BY:	tk1sc

**CLASSROOM 6 - 8**



**tk1sc**  
COLLABORATIVE

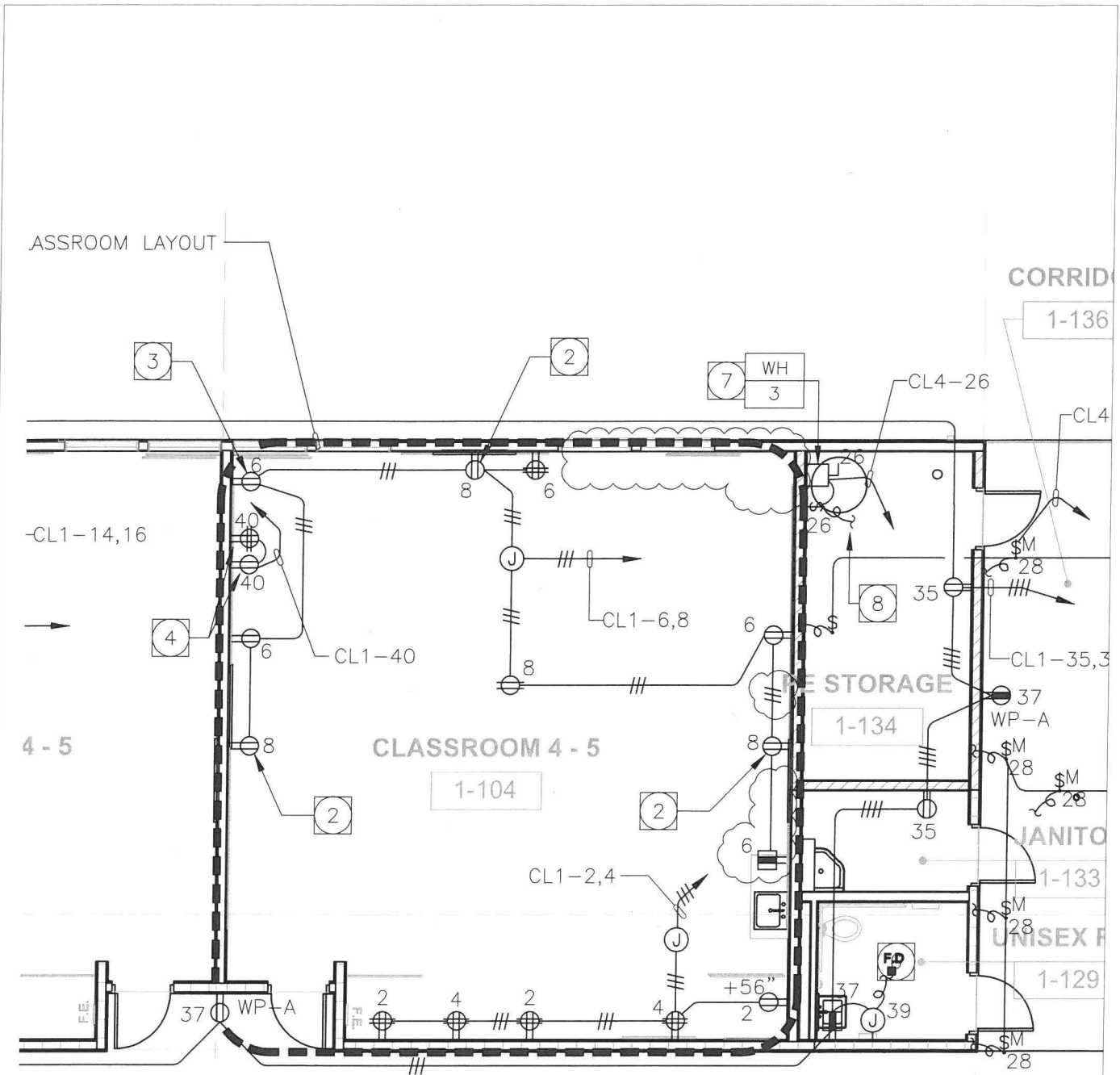
11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



DESCRIPTION:	BUILDING 1 CLASSROOMS LEVEL 2 SEGMENT B - LIGHTING PLAN
PROJECT NAME:	LEMONWOOD K-8 RECONSTRUCTION
PROJECT NUMBER:	1340121

DRAWING REFERENCE:	RFI #:
E1-2.1.B	34
ISSUE REFERENCE:	DATE:
SKE-4	11-03-2016
	SCALE:
	1/8"=1'-0"
	DRAWN BY:
	tk1sc




**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

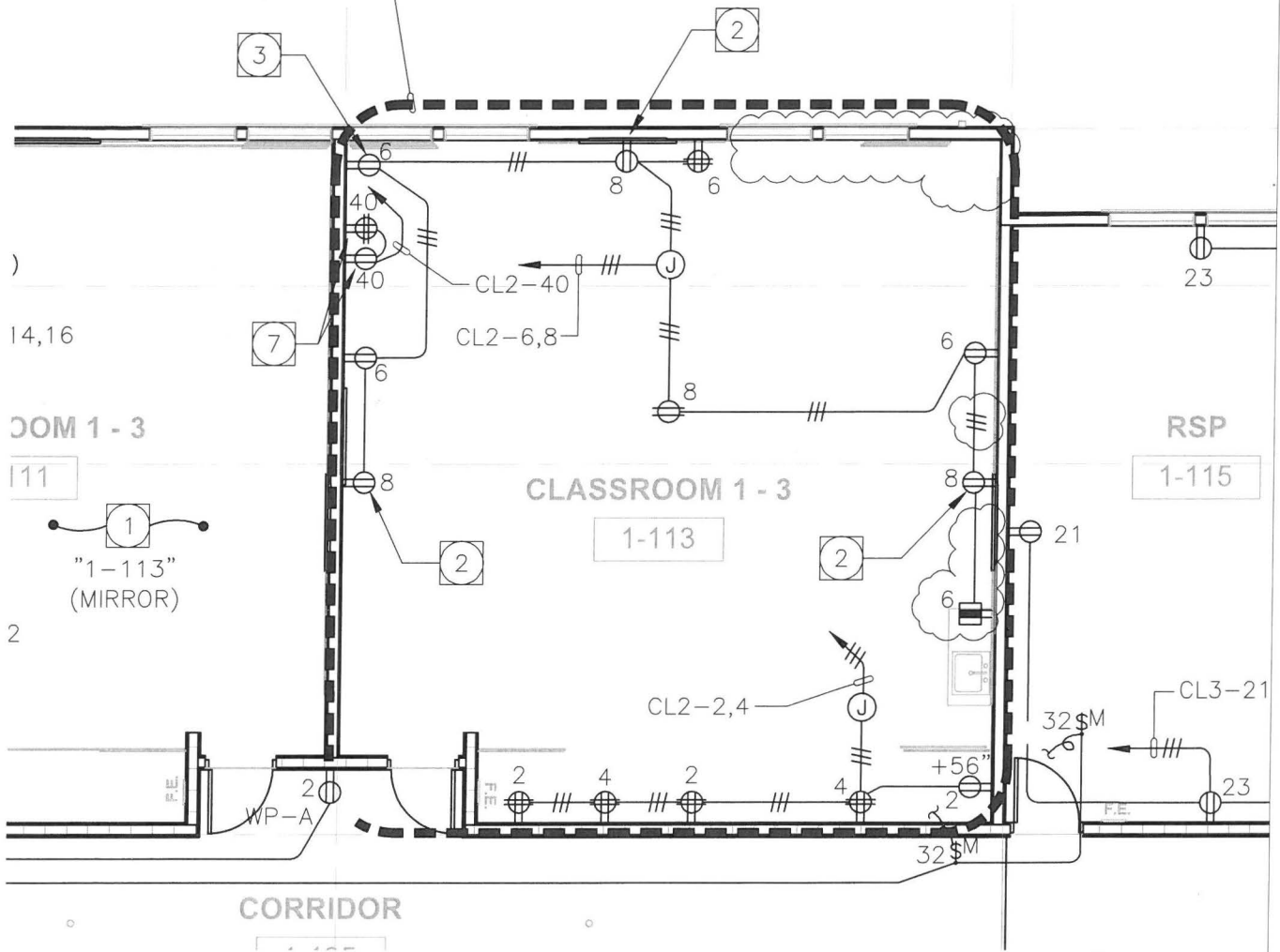
Bill Voller  
tk1sc #2013-0451



	DESCRIPTION: <b>BUILDING 1 CLASSROOMS LEVEL 1          SEGMENT A - POWER PLAN</b>	DRAWING REFERENCE: <b>E1-2.1.A</b>	RFI #: <b>34</b>
	PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>	ISSUE REFERENCE: <b>SKE-5</b>	DATE 11-03-2016
	PROJECT NUMBER: 1340121		SCALE 1/8"=1'-0"
			DRAWN BY tk1sc



CAL CLASSROOM LAYOUT



**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



DESCRIPTION:  
**BUILDING 1 CLASSROOMS LEVEL 1 SEGMENT B -  
POWER PLAN**

DRAWING  
REFERENCE:  
**E1-2.1.B**

RFI #:  
**34**

PROJECT NAME:  
**LEMONWOOD K-8 RECONSTRUCTION**

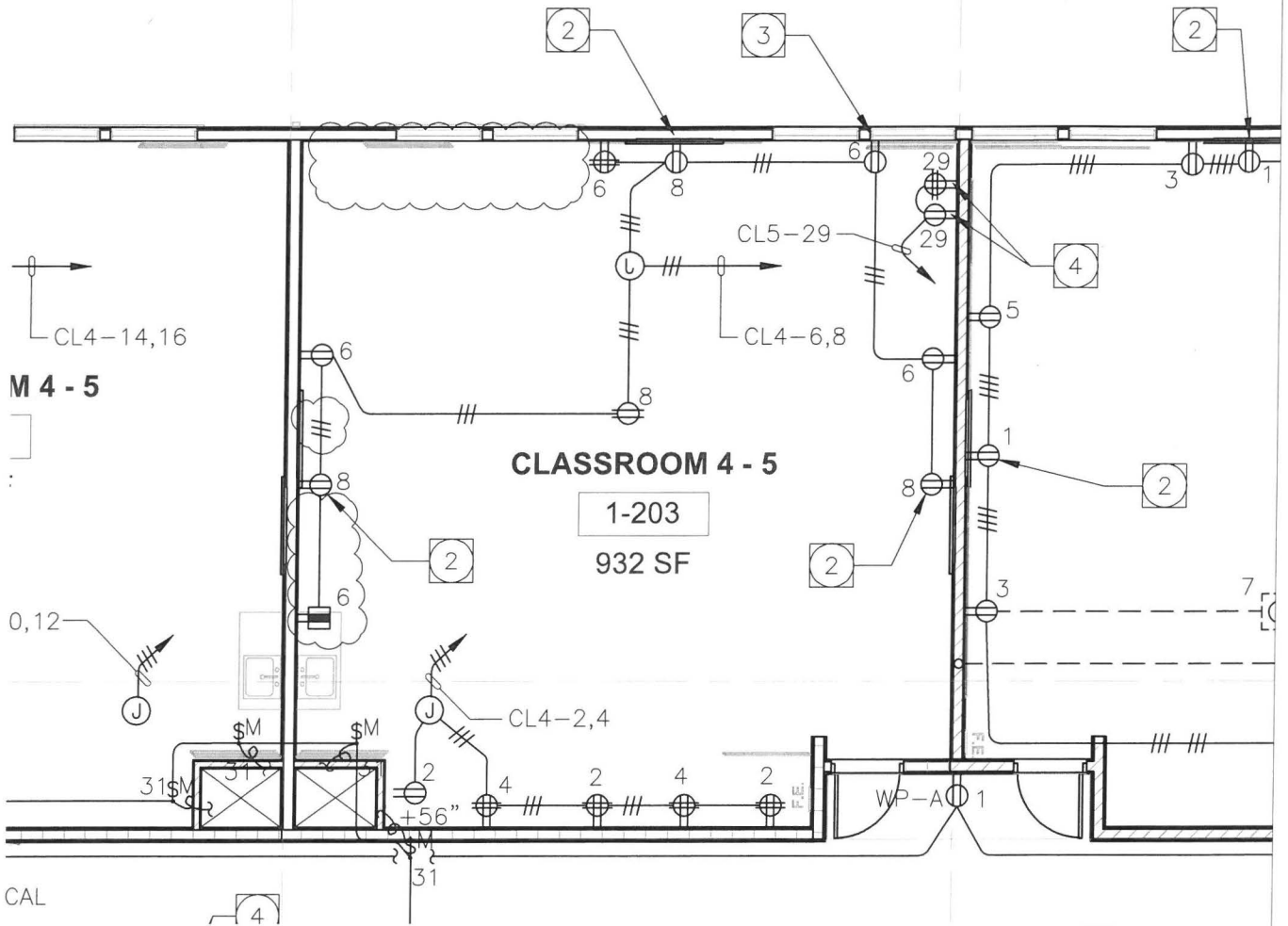
ISSUE  
REFERENCE:  
**SKE-6**

DATE  
11-03-2016

SCALE  
1/8"=1'-0"

PROJECT NUMBER:  
1340121

DRAWN BY  
tk1sc




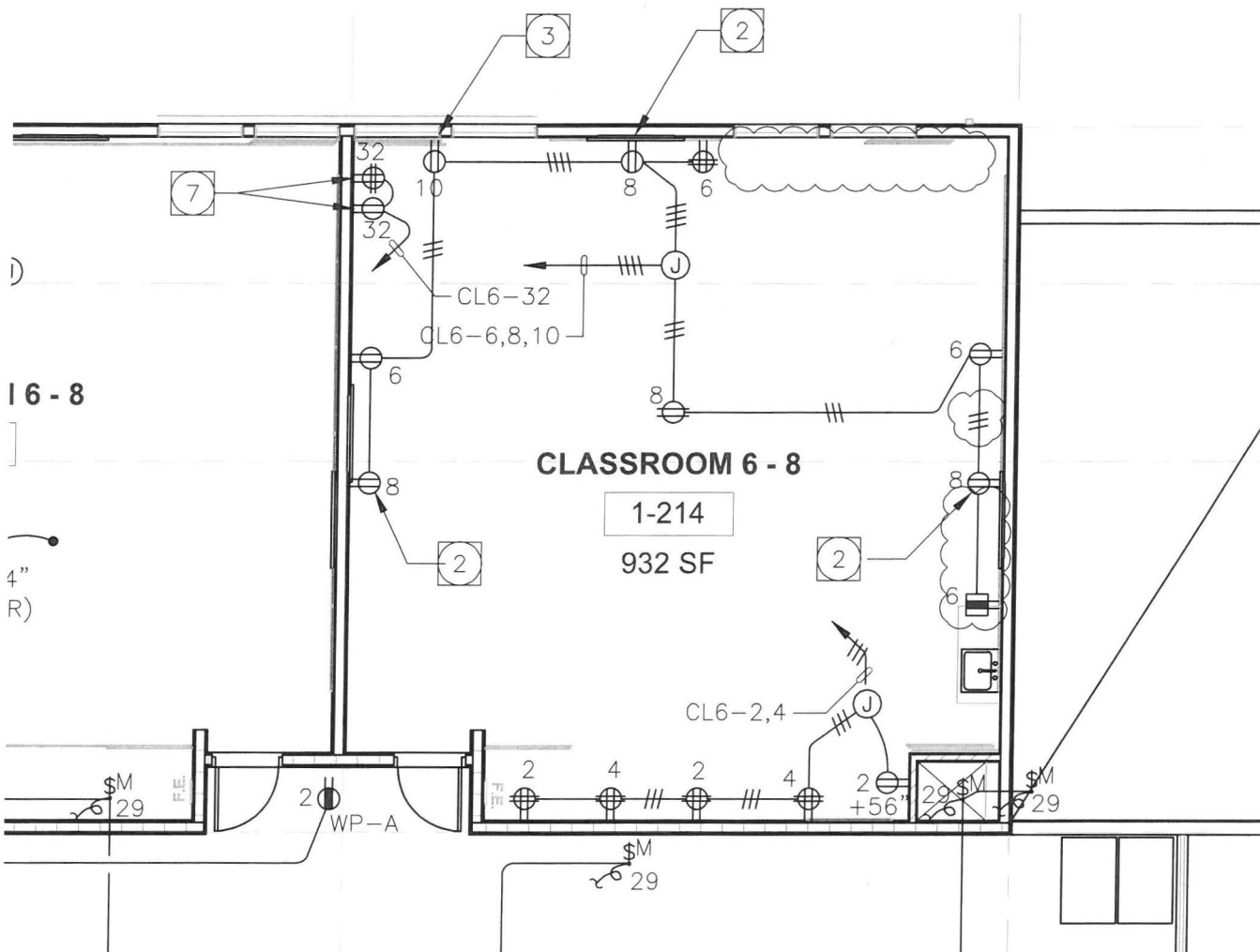
**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



 <p>3 MacArthur Place, Suite 850, Santa Ana, California 92707 T. 949.806.3180 www.sva-architects.com</p>	DESCRIPTION: <b>BUILDING 1 CLASSROOMS LEVEL 2 SEGMENT A - POWER PLAN</b>	DRAWING REFERENCE: <b>E1-2.2.A</b>	RFI #: <b>34</b>
	PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>	ISSUE REFERENCE: <b>SKE-7</b>	DATE 11-03-2016
	PROJECT NUMBER: 1340121		SCALE 1/8"=1'-0"
			DRAWN BY tk1sc




**tk1sc**  
COLLABORATIVE

11870 Pierce Street, Suite 160  
Riverside, California 92505  
951.299.4160 www.tk1sc.com

Bill Voller  
tk1sc #2013-0451



	DESCRIPTION: <b>BUILDING 1 CLASSROOMS LEVEL 2 SEGMENT B - POWER PLAN</b>	DRAWING REFERENCE: <b>E1-2.2.B</b>	RFI #: <b>34</b>
	PROJECT NAME: <b>LEMONWOOD K-8 RECONSTRUCTION</b>	ISSUE REFERENCE: <b>SKE-8</b>	DATE 11-03-2016
	PROJECT NUMBER: 1340121		SCALE 1/8"=1'-0"
			DRAWN BY tk1sc



December 21, 2016

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. 0089 Add Backdraft dampers

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Per direction given in RFI #129, backdraft dampers are to be added in rooms 1-116,01-117,01-205 and 1-216 in Classroom Building and room numbers 3-118 and 3-119 in Administration Building

Phase	Category	Description	Subcontractor	Quote
230010	71140	Per direction given in RFI #129, backdraft dampers are to be added in rooms 1-116,01-117,01-205 and 1-216 in Classroom Building and room numbers 3-118 and 3-119 in Administration Building	SHELDON MECHANICAL CORPORATION	2,350.00
			<b>Subtotal</b>	<b>2,350.00</b>
007480	71160	Subguard	1.15%	27.03
007410	71160	Builders Risk	0.6%	14.26
007420	71160	General Insurance	1.15%	27.34
007510	71160	P&P Bond	1%	23.50
991000	79999	Change Order Fee	15%	362.79
			<b>Markup Subtotal</b>	<b>454.92</b>
			<b>PCI Total</b>	<b>2,804.92</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,804.92.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X  We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

---

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: \_\_\_\_\_

12/21/2016

Quotation accepted by:  
Oxnard School District

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

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



# SHELDON MECHANICAL CORPORATION

December 21, 2016

Swinerton  
865 S. Figueroa Suite 3000  
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School  
SMC COR #4 RFI #00129

Dear Bill,

Attached is our itemized cost to furnish and install (6) Backdraft Dampers per RFI #00129.

Cost for SMC COR #4 is \$2,350.00

If you have any questions please call me.

Sincerely,

*Dillon J. Boute'*

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083  
California State Contractors License Number 463722 - C20 C38

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #4

**Sheldon Mechanical Corporation**

26015 avenue hall  
Santa Clarita, CA 91355

Phone: 661-286-1361

FAX: 661-287-9081

DATE	PAGE
12/16/16	1
TIME	
05:32 PM	

Description	Ref	Ref Amount	Op	Rate	Amount
1 MAJOR QUOTATIONS:					
2 EQUIPMENT:					
3					
4 DAMPERS:					365.00
5 NSW					
6 6 Backdraft Dampers					
					-----
					365.00
7 SUBTOTAL					
8					
9 SALES TAX:					
10 Material Total	Shp Tot	148.73	%	9.00	13.39
11 Major Quotations	Line 7	365.00	%	8.00	29.20
					-----
					42.59
12 SUBTOTAL					
13					
14 DIRECT FIELD LABOR:					
15 Layout	Calc	2.00	*	116.10	232.20
16 Install 6 BDDs	Calc	6.00	*	96.95	581.70
					-----
					813.90
17 SUBTOTAL					
18					
19 NON-PROD LABOR HRS:					
20 Shop Drawings	Calc	2.00	*	106.10	212.20
21 Detailing	Calc	1.00	*	116.10	116.10
22 Cleanup	Calc	1.00	*	96.85	96.85
					-----
					425.15
23 SUBTOTAL					
24					
25 DIRECT JOB EXPENSES:					
26 Freight	Calc	4.00	*	75.00	300.00
27 Material Handling	Calc	1.00	*	96.85	96.85
					-----
					396.85
28 SUBTOTAL					
29					-----
					2,043.49
30 JOB SUBTOTAL					
31					
32 OVERHEAD MARKUP:					
33 Flat Rate Markup	Line 30	2,043.49	%	15.00	306.52
34 Material	Shp Tot	148.73	%		
35 Major Quotations	Line 7	365.00	%		
36 Sales Tax	Line 12	42.59	%		
37 Direct Field Labor	Line 17	813.90	%		
38 Direct Shop Labor	Line 18	0.00	%		
39 Specialized Labor	Line 18	0.00	%		
40 Indirect Labor	Line 18	0.00	%		
41 Non-Productive Lbr.	Line 23	425.15	%		
42 Direct Job Expenses	Line 28	396.85	%		
43 Sub Contracts	Line 29	0.00	%		
					-----
					2,350.01
44 JOB TOTAL					



NORMAN S. WRIGHT  
CLIMATEC  
MECHANICAL EQUIPMENT

2544 E. Miraloma Way, Anaheim, CA 92806-1608  
13031 Bradley Avenue Sylmar, CA 91342-3832

tel 714.632.9800 fax 714.632.6900  
tel 818.367.6100 fax 818.367.1221

Air Handlers-Air Distribution-Air Ducts-Gas Chillers-Dampers/Louvers-Energy Recovery-Exhaust Cooling-Fans/Ventilators-Fan Coils-Gas/Smoke Detection Humidification-Infrared Heaters-Lab Control  
Valves-Kitchen Ventilation-Heating and Make-up Air-Sound Attenuation-Underfloor Air Distribution-VFD-Vehicle Exhaust-Water Source Heat Pumps

Page 1 of 2

## Equipment Proposal

Quote # 91541 RFI 129

To: Sheldon Mechanical Corporation  
Att: Dillon Boute  
By: Mike Kline

Job: Lemonwood K-8 Reconstruction  
Loc: Oxnard, CA  
Eng: OED  
Bid Date: 12-19-2016 RFI 129  
Plan Date: 11-14-2016

NORMAN S WRIGHT CLIMATEC MECHANICAL EQUIPMENT OF SOUTHERN CALIFORNIA IS PLEASED TO  
OFFER THE FOLLOWING FOR YOUR CONSIDERATION

- |   |   |                 |
|---|---|-----------------|
| 6 | <u>Greenheck BackDraft Dampers</u><br>Model WDR-53 Round backdraft damper, fabricated aluminum blades,<br>vertical or horizontal application. | <b>\$365.00</b> |
|---|---|-----------------|



F.O.B. factory / FFA

*Due to recent volatility in raw material prices, unless quote is accepted within 30 days, and released for shipment  
within 90 days, prices are subject to change.*

**All quotations based on best available information and subject to the following**

Consignee is responsible for all freight claims. All prior to delivery calls are subject to a surcharge by the freight carrier. All orders entered by NSWC So Cal subject to cancellation charges. All agreements are subject to strikes, accidents, or other causes beyond our control. All quotations subject to corrections of clerical or math errors. Acceptance of each order is subject to approval of NSW So Cal credit department, and customer acceptance of NSWC SO Cal terms of payment. Payment for partial shipment is due on the basis of invoice dates covering them. Every order is subject to any Federal, State, County, or Local Excise sales or use taxes. Quotations are for prompt acceptance only, and prices are subject to change without notice.







OWNER: OXNARD SCHOOL DISTRICT  
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION  
 CLIENT ADDRESS: 1280 Carnegie Court  
 Oxnard, California 93033



EXAMINATION STAMP  
 DIVISION OF PROFESSIONAL ENGINEERING  
 STATE OF CALIFORNIA  
 License No. 45678  
 Date: 01/15/2013

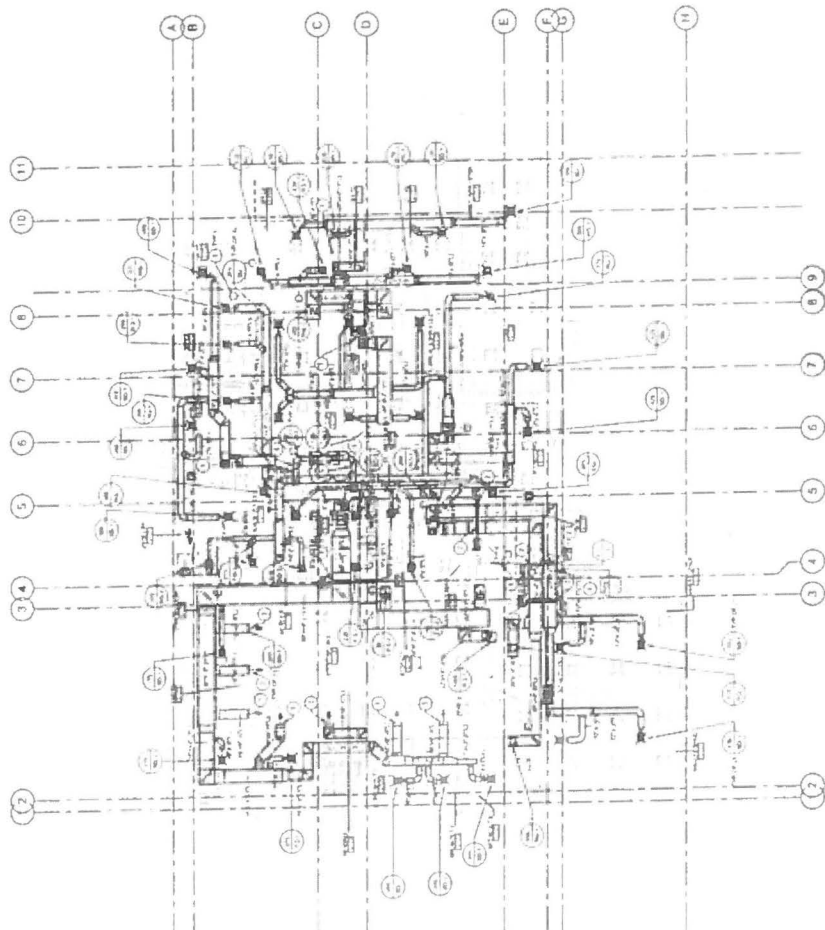
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/15/2013
2	ISSUED FOR CONSTRUCTION	01/15/2013
3	ISSUED FOR RECORD	01/15/2013
4	ISSUED FOR AS-BUILT	01/15/2013
5	ISSUED FOR FINAL REVIEW	01/15/2013
6	ISSUED FOR ARCHIVE	01/15/2013
7	ISSUED FOR PROJECT CLOSEOUT	01/15/2013
8	ISSUED FOR PROJECT COMPLETION	01/15/2013
9	ISSUED FOR PROJECT ARCHIVE	01/15/2013
10	ISSUED FOR PROJECT DESTRUCTION	01/15/2013
11	ISSUED FOR PROJECT RECONSTRUCTION	01/15/2013

DATE REVISION: 01/15/2013  
 PROJECT NO: 13-0017  
 SCALE: AS SHOWN

SHEET NUMBER: M3-11.1  
 SHEET TITLE: ADMIN - BLDG. 3 - MECHANICAL FLOOR PLAN



MECHANICAL FLOOR PLAN



- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 11. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 12. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 13. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 14. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 15. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 16. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 17. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 18. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 19. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.
- 20. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2013 CALIFORNIA MECHANICAL CODE AND THE 2013 CALIFORNIA MECHANICAL CODE COMMENTARIES.



December 21, 2016

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. 0090  
 Add Smoke Fire Damper in Classroom Building per RFI 134

Dear ,

We request a Change Order to our contract for the following:

Add Smoke Fire Damper in Classroom Building per RFI 134

Phase	Category	Description	Subcontractor	Quote
230010	71140	RFI 134 - Add Smoke Fire Damper in Classroom Building between Exhaust Fan EF 1-1 and rooms 1-123 and 1-126	SHELDON MECHANICAL CORPORATION	1,864.00
			<b>Subtotal</b>	<b>1,864.00</b>
007480	71160	Subguard	1.15%	21.44
007410	71160	Builders Risk	0.6%	11.31
007420	71160	General Insurance	1.15%	21.68
007510	71160	P&P Bond	1%	18.64
991000	79999	Change Order Fee	15%	287.76
			<b>Markup Subtotal</b>	<b>360.83</b>
			<b>PCI Total</b>	<b>2,224.83</b>

**TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 2,224.83.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X  We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

---

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: \_\_\_\_\_

12/21/2016

Quotation accepted by:  
Oxnard School District

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

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



# SHELDON MECHANICAL CORPORATION

December 21, 2016

Swinerton  
865 S. Figueroa Suite 3000  
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School  
SMC COR #5 RFI #00134

Dear Bill,

Attached is our itemized cost to furnish and install (1) Fire Smoke Damper with an extended sleeve and duct access door per RFI #00134.

Cost for SMC COR #5 is \$1,864.00

If you have any questions please call me.

Sincerely,

*Dillon J. Boute'*

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083  
California State Contractors License Number 463722 - C20 C38

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #5

Sheldon Mechanical Corporation  
26015 avenue hall  
Santa Clarita, CA 91355

DATE	PAGE
12/16/16	1
TIME	
05 36 PM	

Phone: 661-286-1361

FAX: 661-287-9081

	Description	Ref	Ref Amount	Op	Rate	Amount
1	MATERIAL:					
2	DFI Invoice					125.00
3	SUBTOTAL					125.00
4						
5	MAJOR QUOTATIONS:					
6	EQUIPMENT					
7						
8	DAMPERS:					
9	NSW					425.00
10	1 Fire/Smoke					
11	SUBTOTAL					425.00
12						
13	SALES TAX:					
14	Material Total	Line 3	125.00	%	9.00	11.25
15	Major Quotations	Line 11	425.00	%	8.00	34.00
16	SUBTOTAL					45.25
17						
18	DIRECT FIELD LABOR:					
19	Layout	Calc	1.00	*	116.10	116.10
20	Install 1 FSD	Calc	3.00	*	96.85	290.55
21	SUBTOTAL					406.65
22						
23	NON-PROD LABOR HRS:					
24	Shop Drawings	Calc	1.00	*	106.10	106.10
25	Detailing	Calc	1.00	*	116.10	116.10
26	SUBTOTAL					222.20
27						
28	DIRECT JOB EXPENSES:					
29	Freight	Calc	4.00	*	75.00	300.00
30	Material Handling	Calc	1.00	*	96.85	96.85
31	SUBTOTAL					396.85
32						
33	JOB SUBTOTAL					1,620.95
34						
35	OVERHEAD MARKUP:					
36	Flat Rate Markup	Line 33	1,620.95	%	15.00	243.14
37	Material	Line 3	125.00	%		
38	Major Quotations	Line 11	425.00	%		
39	Sales Tax	Line 16	45.25	%		
40	Direct Field Labor	Line 21	406.65	%		
41	Direct Shop Labor	Line 22	0.00	%		
42	Specialized Labor	Line 22	0.00	%		
43	Indirect Labor	Line 22	0.00	%		
44	Non-Productive Lbr	Line 26	222.20	%		
45	Direct Job Expenses	Line 31	396.85	%		
46	Sub Contracts	Line 32	0.00	%		
47	JOB TOTAL					1,864.09



NORMAN S. WRIGHT  
CLIMATEC  
MECHANICAL EQUIPMENT

2544 E Miraloma Way, Anaheim, CA 92806-1608  
13031 Bradley Avenue Sylmar, CA 91342-3832

tel 714.632.9800 fax 714.632.6900  
tel 818.367.6100 fax 818.367.1221

Air Handlers-Air Distribution-Air Doors-Gas Chillers-Dampers/Louvers-Energy Recovery-Fvap Cooling-Fans/Ventilators-Fan Coils-Gas/Smoke Detection Humidification-Infra-red Heaters-Lab Control Valves-Kitchen Ventilation-Heating and Make-up Air-Sound Attenuation-Underfloor Air Distribution-VFD-Vehicle Exhaust-Water Source Heat Pumps

## Equipment Proposal

Quote # 91541 RFI - 134

To: Sheldon Mechanical Corporation  
Att: Dillon Boute  
By: Mike Kline

Job: Lemonwood K-8 Reconstruction  
Loc: Oxnard, CA  
Eng: OED  
Bid Date: 12-19-2016 RFI - 134  
Plan Date: 11-14-2016

**NORMAN S WRIGHT CLIMATEC MECHANICAL EQUIPMENT OF SOUTHERN CALIFORNIA IS PLEASED TO OFFER THE FOLLOWING FOR YOUR CONSIDERATION**

### Greenheck Fire Smoke Damper

\$425.00

- 1 Model FSD-212 Class II combination fire smoke damper, 1 1/2 hour rating, 3-V style blades, RRL / OCI resettable link with damper blade position switches, momentary test switch, 16-inch sleeve length / 20-gauge sleeve thickness, retaining angles



F.O.B. factory / FFA

*Due to recent volatility in raw material prices, unless quote is accepted within 30 days, and released for shipment within 90 days, prices are subject to change.*

**All quotations based on best available information and subject to the following:**

Consignee is responsible for all freight claims. All prior to delivery calls are subject to a surcharge by the freight carrier. All orders entered by NSW So Cal subject to cancellation charges. All agreements are subject to strikes, accidents, or other causes beyond our control. All quotations subject to corrections of clerical or math errors. Acceptance of each order is subject to approval of NSW So Cal credit department, and customer acceptance of NSW So Cal terms of payment. Payment for partial shipment is due on the basis of invoice dates covering them. Every order is subject to any Federal, State, County, or Local Excise sales or use taxes. Quotations are for prompt acceptance only, and prices are subject to change without notice.





2200 Carnegie Court.  
Oxnard, CA. 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00134

---

To:	SVA ARCHITECTS, INC.	RFI Date:	11/01/2016
Attention:	Tom Bardwell	Date Due:	11/08/2016
CC:		RFI Type:	Mechanical
		Priority:	Normal
		Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	
		Status:	Pending

Subject: EF1-1 FSD Requirement

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Please confirm if Fire Smoke Damper is required between restrooms 1-123, 1-126 and EF1-1.

---

**SUGGESTION:**

Possible Cost Impact: Yes

Possible Time Impact: Potentially

EF2-1 (same application) shows a Fire Smoke Damper at 1st Floor

---

**ANSWER:**

Answered By: Tom Bardwell

Date of Response: 11/14/2016

SFD HAS BEEN ADDED AFTER DUCT DROP TO FIRST FLOOR.

---

**ATTACHMENTS:**

RFI 7 EF1-1 FSD Requirement  
RFI 134

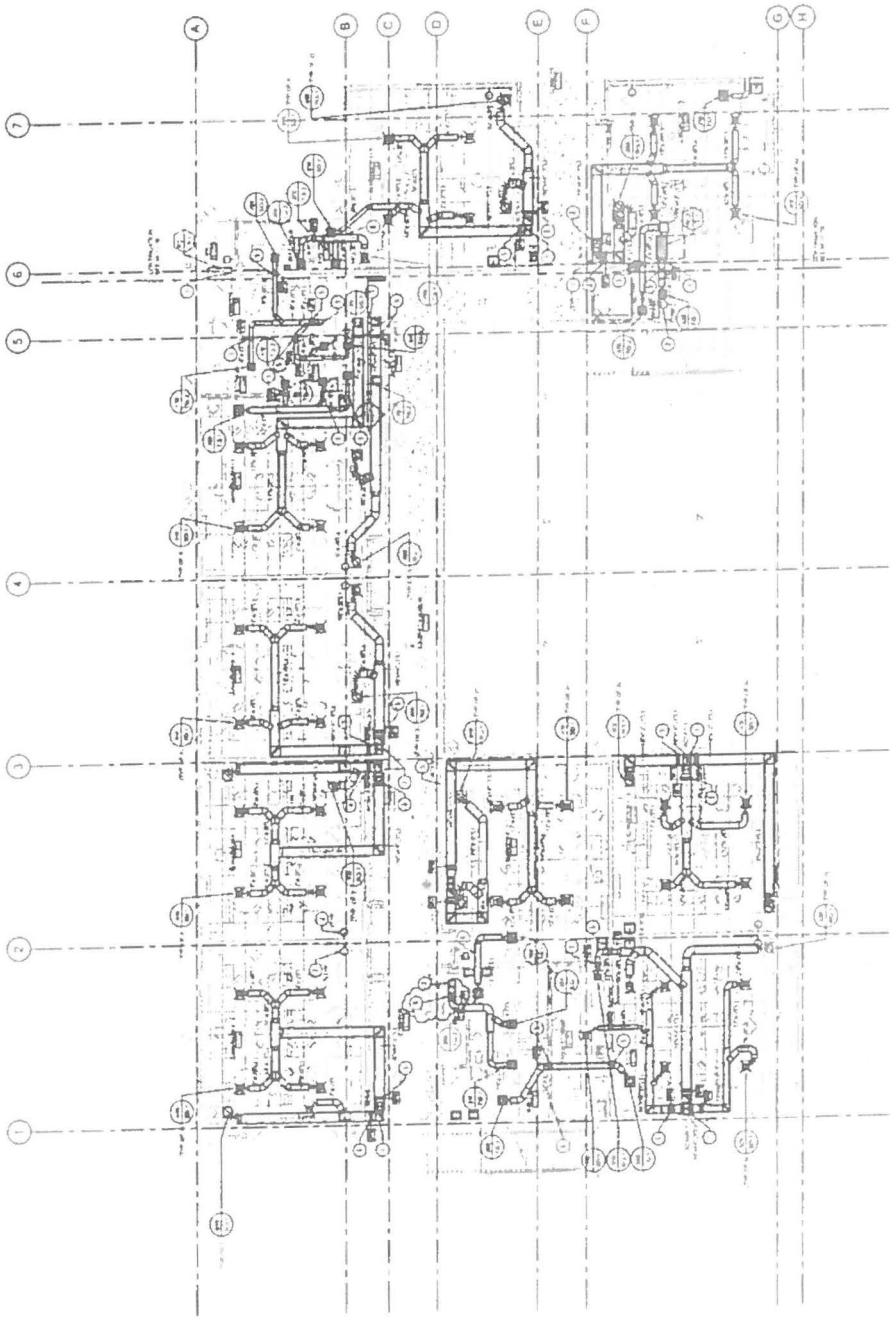
OWNER: OXNARD SCHOOL DISTRICT  
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION  
 CLIENT ADDRESS: 2208 CALNECOURT  
 OXNARD, CA 93033



DATE OF EXPIRATION: 12/31/2011  
 PROJECT NO.: 10000  
 SCALE: As Shown  
 SHEET NUMBER: M1-11.1A

NO.	DATE	DESCRIPTION
1	03/11/09	ISSUED FOR PERMITS
2	03/11/09	ISSUED FOR PERMITS
3	03/11/09	ISSUED FOR PERMITS
4	03/11/09	ISSUED FOR PERMITS
5	03/11/09	ISSUED FOR PERMITS
6	03/11/09	ISSUED FOR PERMITS
7	03/11/09	ISSUED FOR PERMITS

CLASSROOM - BLDGS.  
 1 - MECHANICAL  
 FLOOR PLAN - LEVEL  
 1 - SEGMENT A



1. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2009 CALIFORNIA PLUMBING CODE (CPC).
2. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2009 CALIFORNIA GAS CODE (CGC).
3. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA FIRE AND SAFETY CODE (FSC) AND THE 2009 CALIFORNIA BUILDING CODE (CBC).
4. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ENERGY CODE (CEC) AND THE 2009 CALIFORNIA SMOKE AND ALARM CODE (CSAC).
5. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2009 CALIFORNIA PLUMBING CODE (CPC).
6. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2009 CALIFORNIA GAS CODE (CGC).
7. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA FIRE AND SAFETY CODE (FSC) AND THE 2009 CALIFORNIA BUILDING CODE (CBC).
8. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ENERGY CODE (CEC) AND THE 2009 CALIFORNIA SMOKE AND ALARM CODE (CSAC).
9. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2009 CALIFORNIA PLUMBING CODE (CPC).
10. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2009 CALIFORNIA GAS CODE (CGC).
11. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA FIRE AND SAFETY CODE (FSC) AND THE 2009 CALIFORNIA BUILDING CODE (CBC).
12. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ENERGY CODE (CEC) AND THE 2009 CALIFORNIA SMOKE AND ALARM CODE (CSAC).
13. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2009 CALIFORNIA PLUMBING CODE (CPC).
14. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2009 CALIFORNIA GAS CODE (CGC).
15. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA FIRE AND SAFETY CODE (FSC) AND THE 2009 CALIFORNIA BUILDING CODE (CBC).
16. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ENERGY CODE (CEC) AND THE 2009 CALIFORNIA SMOKE AND ALARM CODE (CSAC).
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19. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA FIRE AND SAFETY CODE (FSC) AND THE 2009 CALIFORNIA BUILDING CODE (CBC).
20. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2009 CALIFORNIA ENERGY CODE (CEC) AND THE 2009 CALIFORNIA SMOKE AND ALARM CODE (CSAC).



MECHANICAL LEVEL 1 SEGMENT A 1



December 21, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Marlene Hickie, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0091 Fire Alarm conduit

Dear Ms. Hickie,

We request a Change Order to our contract for the following:

At ceiling mounted Fire Alarm devices replace the last six feet of EMT conduit with flexible steel conduit(flex). This will greatly enhance the service ability of items in the ceiling space and the alarm device itself if ever needed.

Phase	Category	Description	Subcontractor	Quote
260010	71140	Add flex conduit whips at Fire Alarm devices in ceilings	TAFT ELECTRIC COMPANY	-3,764.00
			<b>Subtotal</b>	<b>-3,764.00</b>
			%	
			<b>Markup Subtotal</b>	
			<b>PCI Total</b>	<b>-3,764.00</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-3,764.00.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

---

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: \_\_\_\_\_

12/2/2016

Quotation accepted by:  
Oxnard School District

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

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



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

## Change Order Request

Detailed, Grouped by Each Number

**2241 Lemonwood**  
2200 Carnegie Court  
Oxnard, CA 93033

**Project # 2241**  
Tel: Fax:

**TAFT ELECTRIC COMPANY**

**Change Order Request: 029 R001**

**Date: 12/20/2016**

**To:**

**From:**

Description	Category	Status
VE: FA Flex to devices in T-Bar		Submitted

Reference	Required By	Days Req	Amt Req
	12/27/2016	0	(3,764)

### Notes

We are submitting the above credit to provide 6' of flex in lieu of EMT at (180) fire alarm device boxes in T-Bar ceilings. This includes 15 minuets of labor savings per location at a total of 45 hours.

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty  
Project Manager  
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description		Notes				

**Approved By:**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_



Job ID: 2241 LEMONWOOD COR  
Project: 2241 Lemonwood COR



**Takeoff**

Vendor: COST Labor Level: LABOR 1 20 Dec 2016 9:26:41

Region: COR 029 VE FA FLEX

Item #	Qty	U/M	Q/M	Size	Description	Labor Unit	Labor Result
50001	6	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.0465	0.28
50034	1	EA	M	1/2	FLEX COND STRAIGHT CONN	0.0400	0.04
50160	1	EA	M	1/2 FLX TO 1/2 EMT	FLEX TO EMT COUPLING	0.0300	0.03
10046	-6	FT	M	1/2	EMT	0.0775	-0.47
30216	-1	EA	M	1/2	EMT STEEL COMP CONNECTOR	0.1300	-0.13
<b>Phase Totals:</b>							<b>-0.25</b>
<b>Job Totals:</b>							<b>-0.25</b>

## CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2<sup>nd</sup> 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 (5<sup>th</sup>) 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).

**BOARD AGENDA ITEM**

Name of Contributor: Jonathan Koch

Date of Meeting: February 1, 2017

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A: PRELIMINARY \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA X \_\_\_\_\_

Agreement Category:

\_\_\_\_\_ Academic

\_\_\_\_\_ Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

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

SECTION E: REPORTS/DISCUSSION \_\_\_\_\_

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

**Approval of Job Duties for New Classification (Job Description) – Transportation Driver (Koch)**

District administration requested that the Personnel Commission create a job classification which would be tasked with transporting students in a District passenger van or other vehicle. The classification would not require School Bus Driver certification or licensing.

**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 salary study and 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 Classified/CSEA salary schedule at a Range 16.0 (\$16.37 - \$19.89). This would place us competitively in the marketplace and maintain a 20% difference between this classification and School Bus Driver, which appears to be the standard difference among districts with both classifications. The future fiscal impact would be based on the number and hours of approved positions.

Fiscal Impact for this action: None

**RECOMMENDATION**

Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required

by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

Staff recommends that the Board of Education take action to approve the attached job duties of Transportation Driver so that a new classification can be taken to, and approved by, the Personnel Commission.

**ADDITIONAL MATERIAL**

Attached: (2 pages)

## **TRANSPORTATION DRIVER**

### **SUMMARY OF DUTIES**

Under the direction of the Director of Transportation, operates a District van or other vehicle to provide safe and secure transportation of general education students and students with special needs to school, home, and on special trips following designated routes in accordance with time schedules; assists in the loading, unloading, and securing of students; ensures assigned vehicles are clean and in safe operating condition; and performs a variety of tasks relative to assigned area of responsibility.

Incumbents in this classification provide safe transportation for general education students and students with special needs to ensure that they are able to arrive safely and participate in school activities which directly supports student learning and achievement.

### **Essential Functions Statements**

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Drives passenger van or other District vehicle over designated routes in accordance with time schedules, picking up and discharging students; transports students, teachers, and other adults on field trips and to other events/locations as assigned;
2. Loads and unloads students in a safe and appropriate manner; ensures students are properly secured using seatbelts, harnesses, car seats, and wheelchair clamps as appropriate;
3. Maintains order and appropriate behavior among students on buses; follows District policies regarding student control and contact with parents, teachers, administrators, and the public;
4. Monitors two-way radio and receives information regarding road and traffic conditions, changes in route assignments, transfers, or time schedules and maintains communication with dispatcher;
5. Adheres to emergency procedures such as accident reporting and equipment malfunctions;
6. Oversees evacuations of students during emergency situations; performs emergency assistance as needed including first aid and evacuating all passengers in the quickest and safest way possible;
7. Assists in the routine maintenance of District vehicles as assigned; ensures vehicles are in safe operating condition prior to daily operation; reports any vehicle malfunctions to District mechanic;
8. Cleans exterior and interior of District vehicles including picking up debris, vacuuming, wiping upholstery, dusting dashboard, washing the exterior, and cleaning windshields, windows, and headlights;
9. Communicates with students, teachers, the Director of Transportation Services, and parents regarding special needs for students, transportation schedules, and other related matters;
10. Provides basic medical care and administers first aid to students as authorized and according to established District procedures and policies; contacts emergency personnel as necessary;
11. Maintains records and completes necessary paperwork concerning vehicle maintenance and needed repairs, miles driven, etc.; prepares student conduct, incident, and accident reports;

### **Other Related Duties**

12. Attends scheduled safety and other related meetings as required;
13. May perform clerical duties such as data input and data processing as needed;
14. Performs related duties and responsibilities as required.

### **Recommend Minimum Qualifications**

**Education:** Graduation from high school or equivalency is desirable.

**Experience:** Five years of experience in the operation of a motor vehicle with a continuous good driving record. Experience driving a passenger van and working with school-age children is highly desirable.

**Special:** Possession of a valid Class A, B, or C California Driver License.

Possession of a valid first aid certificate comparable to the American Red Cross Standard First Aid Certificate is required during the probationary period.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

**BOARD AGENDA ITEM**

Name of Contributor: Jonathan Koch

Date of Meeting: February 1, 2017

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A: PRELIMINARY \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA X \_\_\_\_\_

Agreement Category:

\_\_\_\_\_ Academic

\_\_\_\_\_ Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

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

SECTION E: REPORTS/DISCUSSION \_\_\_\_\_

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

**Approval of Job Duties & Salary Allocation for New Classification (Job Description) – Senior Manager – Maintenance & Operations (Koch)**

District administration requested that the Personnel Commission create a new management level job classification which would be tasked with directing and overseeing the District's maintenance and operations functions under the direction of the Director of Facilities. This position will have a higher level of accountability and greater responsibility than the currently existing Maintenance Manager position.

**FISCAL IMPACT**

A salary study and review of our current internal alignment has been conducted and presented to the Personnel Commission. The Commission has recommended that the Board of Trustees allocate the classification to the classified management salary schedule at a rate of \$87,079 - \$103,455 annually. This would result in an estimated maximum increase of approximately \$15,170 in salary and benefits over the current Maintenance Manager position over the course of the fiscal year.

Approximately \$15,170 annually to be paid out of general funds.

**RECOMMENDATION**

Education Code 45276 provides that "The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required

by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

Staff recommends that the Board of Education take action to approve the attached job duties and recommended salary allocation for Senior Manager, Maintenance & Operations so that a new classification can be formally established.

**ADDITIONAL MATERIAL**

Attached: (2 pages)



## **SENIOR MANAGER, MAINTENANCE & OPERATIONS**

### **SUMMARY OF DUTIES**

Under the direction of the Director of Facilities, oversees all aspects of Maintenance and Operations including the maintenance, custodial, and grounds functions of the District; supervises and oversees subordinate managers in the grounds and custodial areas; provides immediate supervision, direction, and technical expertise to maintenance staff; ensures completion of contracted maintenance projects; ensures compliance with safety practices and procedures; and performs a variety of other duties relative to assigned area of responsibility.

This is a single position classification responsible for overseeing all aspects of the Maintenance & Operations programs of the District to ensure school grounds and facilities are kept in a clean, safe, and aesthetically pleasing state which directly supports student learning and achievement.

### **Essential Functions Statements**

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Plans and coordinates the District's maintenance and operations program including all maintenance, custodial, and ground activities;
2. Supervises, directs, assists, and advises subordinate managers regarding work procedures, schedules, projects, and administrative/operational matters;
3. Plans, organizes, assigns, and directly supervises the maintenance and repair of District properties, buildings, and related facilities and equipment;
4. Inspects and assesses needs for repair, maintenance, cleaning, and general upkeep of District properties, buildings, equipment, and grounds; estimates labor and materials costs and timelines for maintenance, operations, and custodial projects in order to develop plans and schedules to meet District needs in a cost effective manner;
5. Facilitates planning with school sites and District departments to meet maintenance, custodial, and grounds needs; meets and confers with administrators regarding schedules and projects;
6. Determines workload and establishes priorities for maintenance and operations staff in order to ensure equitable distribution of work; reviews and approves work orders for staff performing work in the maintenance trades; implements and ensures compliance with maintenance trade work standards;
7. Meets with outside vendors/contractors to review project statuses and ensure compliance with agreed upon specifications; meets and confers with present and prospective contractors;
8. Develops, oversees; and implements the District's deferred maintenance program;
9. Supervise District security staff and oversee security, alarm, and key control systems;
10. Manages department communication systems including cell phones, radios, and emergency systems;
11. Interviews, selects, trains, counsels, evaluates, motivates, and recommends discipline as needed for employees assigned to maintenance division of the Facilities department; assists subordinate managers in these areas;
12. Makes recommendations for maintenance budget to the Director of Facilities; reviews custodial and grounds budget recommendations prior to submission;
13. Orders a variety of maintenance equipment and materials; tests and evaluates proposed new equipment; reviews, and approves purchase requests according to established guidelines;
14. Establishes, implements, and ensures adherence to work safety policies and procedures; conducts safety inspections and takes appropriate action to resolve safety issues and to ensure compliance with local, state, and federal regulations; responds to emergency call-outs as needed and takes appropriate action;
15. Assists in evaluating, developing, and implementing departmental systems, policies, and procedures in order to ensure high levels of service and efficiency;

16. Coordinates and oversees the placement and movement of relocatable buildings and equipment, coordinates the installation of utilities at relocation site;
17. Manages computerized work order system for tracking and planning of maintenance and operations activities;
18. Assists in the review and issuance of facilities usage permits and applications under the Civic Center Act.
19. Prepares or directs the preparation of a variety of reports related to the District's maintenance and operations functions; maintains a variety of forms, files, and records.

#### **Other Related Duties**

20. Assumes responsibility for the operation of the Facilities department in the absence of the Director of Facilities;
21. Assists in ensuring compliance with Williams Settlement legislation;
22. Assists in the coordination of special events, programs, and facilities related projects as needed;
23. May represent the Facilities department at public meetings and meets with various groups to discuss goals, objectives, and methods to improve services;
24. Assists in the coordination and implementation of District-wide energy management and sustainability measures;
25. Performs related duties and responsibilities as required.

#### **Recommend Minimum Qualifications**

**Education:** An Associate's degree or equivalent from an accredited college or university with major course work in architecture, construction, engineering, planning, business or public administration, or other closely related field.

Additional qualifying experience may be substituted for the education requirement. Two years of additional supervisory experience in the areas of custodial services, grounds, and/or maintenance may be substituted for the required degree/college coursework.

**Experience:** Five years of experience in the areas of custodial services, grounds, and/or maintenance including at least two years of experience performing or overseeing skilled work in a maintenance trade area (carpentry, electrical work, HVAC repair, locksmith work, painting, plumbing, etc.). At least two years of experience must have been in a supervisory or capacity.

**Special:** Possession of a valid California driver's license.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

OSD BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: February 1, 2017

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

**Establish/Abolish/Increase/Reduce Hours of Position (Koch)**

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**Establish**

a four hour, 246 day Warehouse worker/Delivery driver, position number 8027, to be established in the Educational Services department. This position will be established to provide support in the Book Barn.

a five hour and forty-five minute, 183 day Paraeducator III, position number 8028, to be established in the Special Education department. This position will be established to provide additional support.

**FISCAL IMPACT:**

Cost for Para III-\$25,790 General fund  
Cost for Para III-\$27,141 Special Education

**RECOMMENDATION:**

It is the recommendation to approve the establishment of positions, as presented.

**ADDITIONAL MATERIAL:**

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: February 1, 2017

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

**Personnel Actions**

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The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

**FISCAL IMPACT:**

**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**

Alma Garcia	RSP Teacher, Itinerant, Pupil Services	2016/2017 School Year
Jamie Pera	SPED M/M Teacher, Sierra Linda	2016/2017 School Year
Sarah Rodriguez	Psychologist, Pupil Services	2016/2017 School Year
John Ayala	Substitute Teacher	2016/2017 School Year
Dana Bogdanich	Substitute Teacher	2016/2017 School Year
Sarah Chenez	Substitute Teacher	2016/2017 School Year
James Hendrickson	Substitute Teacher	2016/2017 School Year
Brenna Koneval	Substitute Teacher	2016/2017 School Year
Gladys Montes	Substitute Teacher	2016/2017 School Year
Louis Reed	Substitute Teacher	2016/2017 School Year
Kathy Russell	Substitute Teacher	2016/2017 School Year
Ashley Vico	Substitute Teacher	2016/2017 School Year
Jory White	Substitute Teacher	2016/2017 School Year

**Intervention Services  
Provider (less than 20  
hours per week not to  
exceed 75% or 135 days a  
year**

Charity Whitney	Sierra Linda	01/17/2017
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**Retirement**

Rhetta Johnstone	Speech Pathologist, Pupil Services	01/26/2017
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**Leave of Absence**

Shane Morales	Science, Frank School	01/23/2017
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## CLASSIFIED PERSONNEL ACTIONS

February 1, 2017

**New Hire**

Coronado, Mariana	Attendance Accounting Technician (B), Position #7935 San Miguel 8.0 hrs./210 days	01/12/2017
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**Limited Term**

Barajas, Sabrina	Paraeducator	01/09/2017
Gonzalez Chavez, Blanca	Paraeducator	01/09/2017
Hill, Shelton	Custodian	12/01/2016

**Exempt**

Aguirre, Anita	Campus Assistant	01/09/2017
Hernandez, Julie	AVID Tutor	11/14/2016

**Transfer**

Wagner, Sharon	Custodian, Position #632 Lemonwood 8.0 hrs./246 days Custodian, Position #6448 Driffill 4.0 hrs./246 days	01/09/2017
Whitt, Virginia	School Office Manager (B), Position #7915 San Miguel 8.0 hrs./210 days Administrative Assistant, Position #6861 Educational Services 8.0 hrs./210 days	01/29/2017

**Demotion**

Najera, Sandra	Paraeducator I, Position #7181 Marshall 4.0 hrs./183 days Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days	01/16/2017
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**Resignation**

Bustamante, RosaMaria	Paraeducator III, Position #2000 Special Education 5.75 hrs./183 days	01/20/2017
Diaz, Martha	District Translator, Position #645 Superintendent's Office 8.0 hrs./246 days	01/31/2017

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **February 1, 2017**

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

**Approval of the Oxnard School District’s and the Oxnard Supportive Services Association’s Tentative Agreement for the 2016-17 Collective Bargaining Agreement (Vaca)**

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The Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) have reached a tentative agreement for the 2016-17 contract year. The negotiating teams met on December 8, 2016. The process utilized Interest Based Bargaining (IBB) under the facilitation of Bridgette Bodine, Interest Based Bargaining trainer and facilitator. I wish to acknowledge and thank the following team members for their dedicated work to develop a comprehensive collective bargaining agreement via the IBB process:

**OSSA Bargaining Team**

Brenda Muth, OSSA President  
Jose Carranza  
Monica Garcia  
Lauren Kaprielan  
Annette Murguia  
Irene Zavala

**OSD District Bargaining Team**

Dr. Jesus Vaca, Chief Negotiator  
Lisa Cline  
Dr. Liam Joyce  
Amelia Sugden  
Nadia Villapudia

The following articles were revised:

- Article 5: Work Calendar
- Article 16: Salaries
- Article 18: Fringe Benefits
- Article 22: Term

**FISCAL IMPACT:**

The fiscal impact of the Tentative Agreement for the 2016-17 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association is \$373,076 to be paid from the general fund.

**RECOMMENDATION:**

The Administration recommends that the Board of Trustees adopt the Tentative Agreement for the 2016-2017 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

**ADDITIONAL MATERIAL(S):**

- OSD/OSSA Tentative Agreement for the 2016-17 Collective Bargaining Agreement (2 pages)

**DISTRICT GOAL(S):**

**District goal one:** All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities.



## **Article 18 – Fringe Benefits**

**18.4.1** Bargaining unit members who were hired before July 1, 2006 will be eligible for the retirees' health insurance benefits subject to the following conditions: This provision shall apply to unit members retiring between the ages of fifty-five (55) and sixty-nine (69); the unit member must have served in a certificated position in the California public school system for at least fifteen (15) years and in the Oxnard School District for the eight (8) consecutive years preceding the date of retirement and the unit member must be participating in the health benefits program for at least 8 to **of the last** 10 years ~~immediately~~ preceding their retirement date. **One of the 8 years must be the year of retirement.**

**18.4.2**.....starting at line 27

the health benefits program for at least 8 to **of the last** 10 years ~~immediately~~ preceding their retirement date. **One of the 8 years must be the year of retirement.**

## **Article 5 – Work Calendar**

**5.2** The District and the Association agree that unit members should be scheduled to work during time that maximizes student learning or when students are in session. Therefore, unit members assigned to a program, department, or site operating on the district calendar shall have a work year reflected in the negotiated work calendar for all OSSA positions attached to the end of this document.

~~Under special circumstances~~ **On non-student days** a unit member may request a change in calendar and **flex the days and work location.** It may be granted with the approval of their ~~site~~ supervisor.

## **Article 16 – Salaries**

OSSA and OSD agreed to 2% on salary schedule (ongoing), retroactive to July, 2016 and 2% off schedule (one-time payment)

### **Term**

2016-2019 School Years

**The next negotiations session will be scheduled after completion of Sunshine Process.**

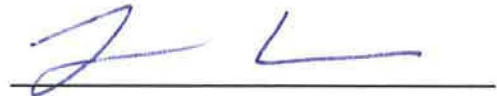
Oxnard School District  
And the  
Oxnard Support Services Association  
Collective Bargaining Agreement  
2016-17  
Tentative Agreement



Brenda Muth  
OSSA President



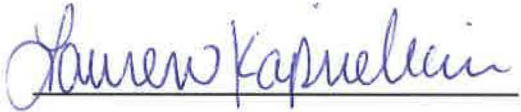
Dr. Jesus Vaca  
Assistant Superintendent/Chief Negotiator



Jose Carranza  
OSSA Vice President



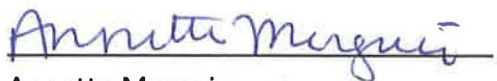
Lisa Cline  
Deputy Superintendent



Laura Kaprielian  
OSSA Member



Dr. Liam Joyce  
Principal



Annette Murguia  
OSSA Member



Nadia Villalpudua  
Special Education Manager



Irene Zavala  
OSSA Member



Amelia Sugden  
Director of Special Education



Monica Garcia  
OSSA Member

Date:

December 8, 2016

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 2/1/17

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

\_\_\_\_\_ Facilities

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

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

**Approval of Dispersal No. 002 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, and hardscape and green space to service the new school.

During the Regular Board meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. During that meeting, the inclusion of a Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar (\$747,709.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

During the Regular Board Meeting of December 7, 2016, the Board approved Contingency Allocation No. 001, which was for the cost of an interim access ramp and landing, serving relocatable classroom No.'s 909, 910, 911 and 912. The Interim Ramp became a requirement, due to a discrepancy in the Construction Documents. The existing ramp and landing were found to conflict with required excavation for the new Multi-Purpose Building's foundation. Contingency Allocation No. 001 did not increase the Contract duration time.

Contractor Contingency Allocation No. 002 provides for the Board's consideration and approval of a combination of eleven (11) different Proposed Change Order Items; detailed in the attached Contractor Contingency Allocation Form, with all Proposed Change Order Items in conformance with criteria No. 2; as referenced above: "(2) conflicts, discrepancies or errors in the Construction Documents". Contractor Contingency Allocation No. 002 will not increase Contract Time.

### **FISCAL IMPACT**

Contractor Contingency Allocation No. 002 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Ninety Thousand Seven Hundred Forty- Dollars and Eighty-Six Cents** (\$90,740.86). 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. 002 will be **Six Hundred Sixteen Thousand Ninety-Five Dollars and Sixty Cents** (\$616,095.60).

### **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 002 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.

### **ADDITIONAL MATERIAL**

Attached:     *Contractor Contingency Allocation No. 002 (3 Pages)*  
                  *Swinerton PCI No. 0013 (11 Pages)*  
                  *Swinerton PCI No. 0049-1 (12 Pages)*  
                  *Swinerton PCI No. 0050-1 (24 Pages)*  
                  *Swinerton PCI No. 0051-1 (11 Pages)*  
                  *Swinerton PCI No. 0056 (12 Pages)*  
                  *Swinerton PCI No. 0060-1 (12 Pages)*  
                  *Swinerton PCI No. 0061-1 (10 Pages)*  
                  *Swinerton PCI No. 0062 (22 Pages)*  
                  *Swinerton PCI No. 0063-1 (13 Pages)*  
                  *Swinerton PCI No. 0064-1 (16 Pages)*  
                  *Swinerton PCI No. 0065 (19 Pages)*  
                  *Construction Services Agreement #15-198 (19 Pages)*



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: February 2, 2017

CONTRACTOR CONTINGENCY ALLOCATION NO. 002

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	(\$ 40,872.54)
ADJUSTED CONTINGENCY SUM	\$ 706,836.46
<b>NET CHANGE -</b>	<b>(\$ 90,740.86)</b>
<hr/>	
Total Contingency Allocations to Date:	(\$ 131,613.40)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.:002 .....	\$ 616,095.60
Commencement Date: .....	May 23, 2016
Original Completion Date: .....	July 23, 2018
Original Contract Time:.....	791 Calendar Days
Time Extension for all Previous Contractor Contingency Allocations: .....	No Days
Time Extension for this Contractor Contingency Allocation Order: .....	No Days
Adjusted Completion Date: .....	July 23, 2016
Percentage .....	0%

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 0013 Increase size of Underground waste lines from 3" to 4"		\$4,249.15		
2.	PCI 0049-1 Provide power to Irrigation Controller locations from MPR Bldg.		\$1,970.61		
3.	PCI 0050-1 Add "Pull Section" to Main Switchboard Conduits		\$3,500.78		
4.	PCI 0051R1 Add Circuit Breakers per RFI # 0097 Response		\$1,070.65		
5.	PCI 0056 Add Sleeves for plumbing penetrations not shown on drawings		\$8,708.38		
6.	PCI 0060R1 Add piping to janitor sink per RFI 0060 response		\$5,033.33		
7.	PCI 0061-1 Add Floor Drain per RFI 0059		\$4,101.14		
8.	PCI 0062 Re-design & re-route waste, vent & water supply piping in Classroom Bldg. Rooms: 116, 117, 216, & 217 to avoid structural framing elements as directed by RFI 062 & RFI 064.		\$50,575.62		
9.	PCI 0063-1 Add Waste piping to Sink S5 in Classroom Bldg., Rm. 1-205 per RFI 072		\$2,569.79		
10.	PCI 0064-1 Provide and install floor drains per RFI 057 in Rms.: 3-118, 3-119 & 3-120		\$5,707.71		
11.	PCI 0065 Increase Vent piping size in all MPR Plumbing systems to meet code requirements		\$3,253.70		
	<b>Totals</b>		<b>\$90,740.86</b>		

**Total Contractor Contingency Allocation Approval No. 002 ..... \$90,740.86**

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



November 15, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Marlene Hickle

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0013

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Change underground waste lines from 3" to 4" and change slope to 1% per RFI 001 direction.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Plumbing	CITY COMMERCIAL PLUMBING, INC.	3,560.00
330200	71140	Site Utilities	BALI CONSTRUCTION INC.	.00
			<b>Subtotal</b>	<b>3,560.00</b>
007480	71160	Subguard	1.15%	40.94
007410	71160	Builders Risk	0.6%	21.61
007420	71160	General Insurance	1.15%	41.41
007510	71160	P&P Bond	1%	35.60
991000	79999	Change Order Fee	15%	549.59
			<b>Markup Subtotal</b>	<b>689.15</b>
			<b>PCI Total</b>	<b>4,249.15</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,249.15.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.





X We **HAVE** 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 has proceeded 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: 6/15/2016

Quotation accepted by:  
Oxnard School District

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

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



October 12, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Mr. Greg Grant/CFW, INC.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0013 RFI 001 Change underground piping size and slope

Dear Mr. Grant,

We request a Change Order to our contract for the following:

Change underground waste lines from 3" to 4" and change slope to 1% per RFI 001 direction.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Plumbing	CITY COMMERCIAL PLUMBING, INC.	4,077.00
330200	71140	Site Utilities	BALI CONSTRUCTION INC.	.00
			<b>Subtotal</b>	<b>4,077.00</b>
007480	71160	Subguard	1.15%	46.89
007410	71160	Builders Risk	0.6%	24.74
007420	71160	General Insurance	1.15%	47.43
007480	71160	P&P Bond	1%	40.77
991000	79999	Fee	15%	629.41
			<b>Markup Subtotal</b>	<b>789.24</b>
			<b>PCI Total</b>	<b>4,866.24</b>

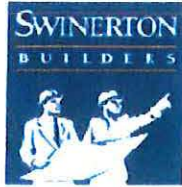
**SUPERCEDED**

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,866.24.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X  We **HAVE** 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 has proceeded 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: \_\_\_\_\_

10/12/2016

Quotation accepted by:  
Oxnard School District

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

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



**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

REVISED: October 11, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#4-REV

**DESCRIPTION:** RFI#1 - CHANGE UNDERGROUND WASTE PIPE SIZE FROM 3" TO 4" AND CHANGE SLOPE TO 1%. CAD DRAWING HAD TO BE REDRAWN, ROOM 1-135.

**TOTAL COST: \$4,077.00**

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

10/11/2016

**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. 4-R**

**RE:** RFI#001 - CHANGE UG PIPE FROM 3" TO 4" & CHANGE SLOPE TO 1% BLDG 1B EAST

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	12.00	1,238.88
PLUMBER	87.39	12.26	1,071.40
<b>TOTAL LABOR:</b>			<b>2,310.28</b>
<b>OTHER EXPENSE:</b>			
BACKHOE	135	2.00	270.00
BACKHOE W. WHL	157	4.00	628.00
<b>TOTAL OTHER EXP.:</b>			<b>898.00</b>
			898.00
OTHER EXPENSE:			898.00
MATERIAL TOTAL:			330.60
LABOR TOTAL:			2,310.28
SUBTOTAL:			3,538.88
OVERHEAD/PROFIT:		15.00%	530.83
SUBTOTAL:			4,069.71
TEXTURA FEES:		0.18%	7.33
SUBTOTAL:			4,077.04
			0.00
			4,077.04
<b>ROUND UP/DOWN:</b>			<b>\$4,077.00</b>

**NOTES:**  
 CAD DRAWING HAD TO BE REDRAWN.

CHANGE ORDER REQUEST

10/11/2016

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8  
2200 CARNEGIE COURT  
OXNARD, CA 93033

CCP JOB NO.: 562  
CHANGE ORDER NO. 4-R

RE: RFI#001 - CHANGE UG PIPE FROM 3" TO 4" & CHANGE SLOPE TO 1% BLDG 1B EAST

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL CREDIT		-11.87		-629.76
		MATERIAL COST		18.13		933.06
		BACKHOE W. OPERATOR (2 HRS - SEE OTHER EXPENSE)				
		BACKHOE COMPACT W. OPERATOR (4HRS - SEE OTHER EXPENSE)				
		PLUMBER WORK WITH BACKHOE		6.00		
		GEN FOREMAN - LAYOUT/COORDINATE		4.00		
		GEN FOREMAN - CADD/REDRAW		8.00		
LABOR & MATERIAL TOTAL				24.26		303.30
SALES TAX:					9.00%	27.30
TOTAL MATERIAL COST:						330.60

JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 09-30-16

COR#4 COST  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 10/11/2016 2:52:58 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 008: COR#4 - RF#1 COST</b>								
<b>Category : Category 002: PVC SCH 40-DWV</b>								
2100004	PVC SCH 40-DWV	4"	COMBINATION - HxHxH	1	36.30	36.30	1.22	1.22
2400004	PVC SCH 40-DWV	4" x2"	RED COMBO - HxHxH	9	26.04	234.36	0.99	8.91
Subtotals for Category : Category 002: PVC SCH 40-DWV						270.66		10.13
<b>Category : Category 009: SCH 40 PVC</b>								
9010009	SCH 40 PVC	4"	SCH40 PVC PIPE	60	8.28	662.40	0.10	8.00
Subtotals for Category : Category 009: SCH 40 PVC						662.40		8.00
Subtotals for Section : Section 008: COR#4 - RF#1 COST						933.06		18.13
Grand Totals						933.06		18.13

JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 09-30-16

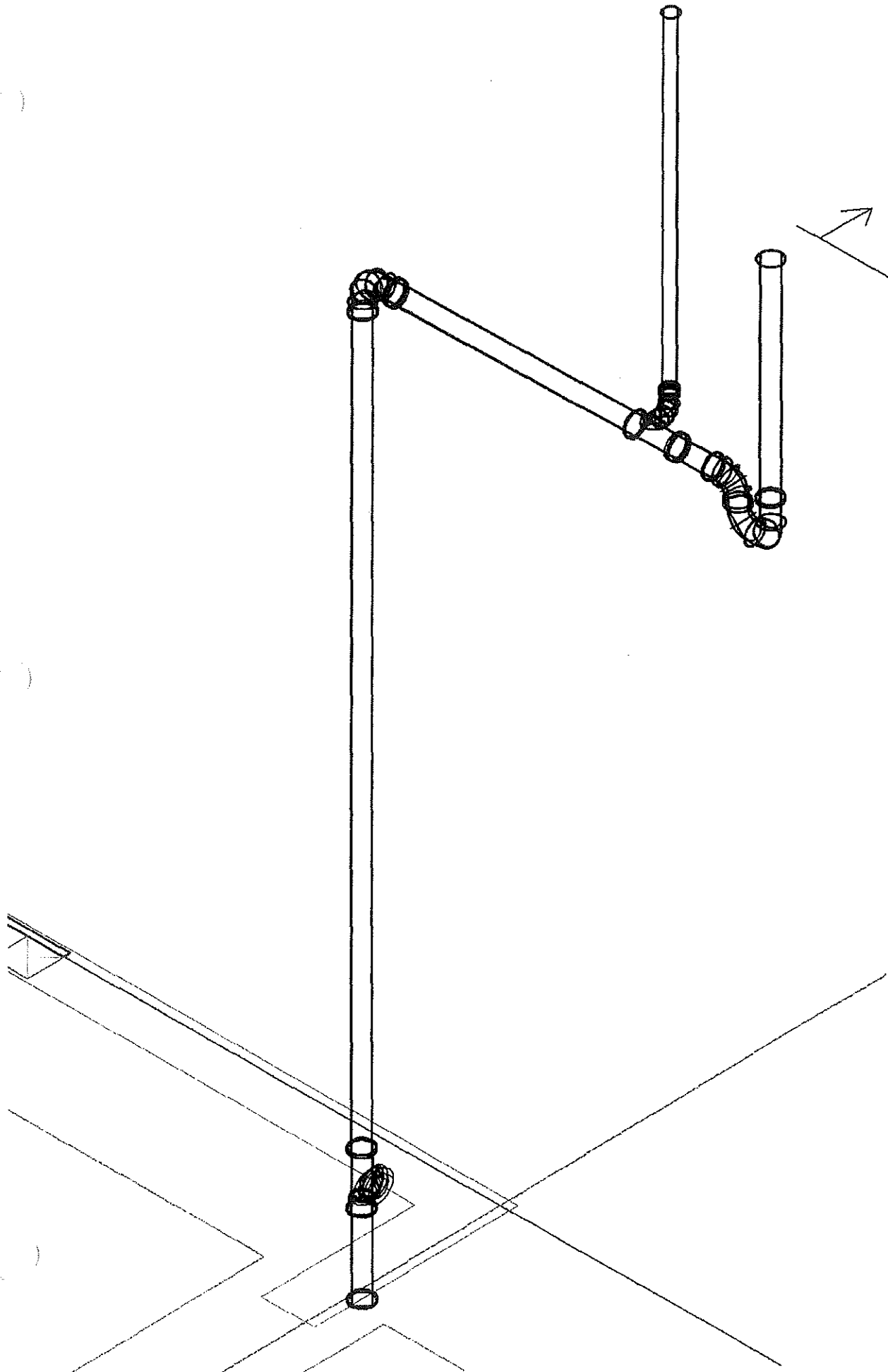
COR#4 CREDIT  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

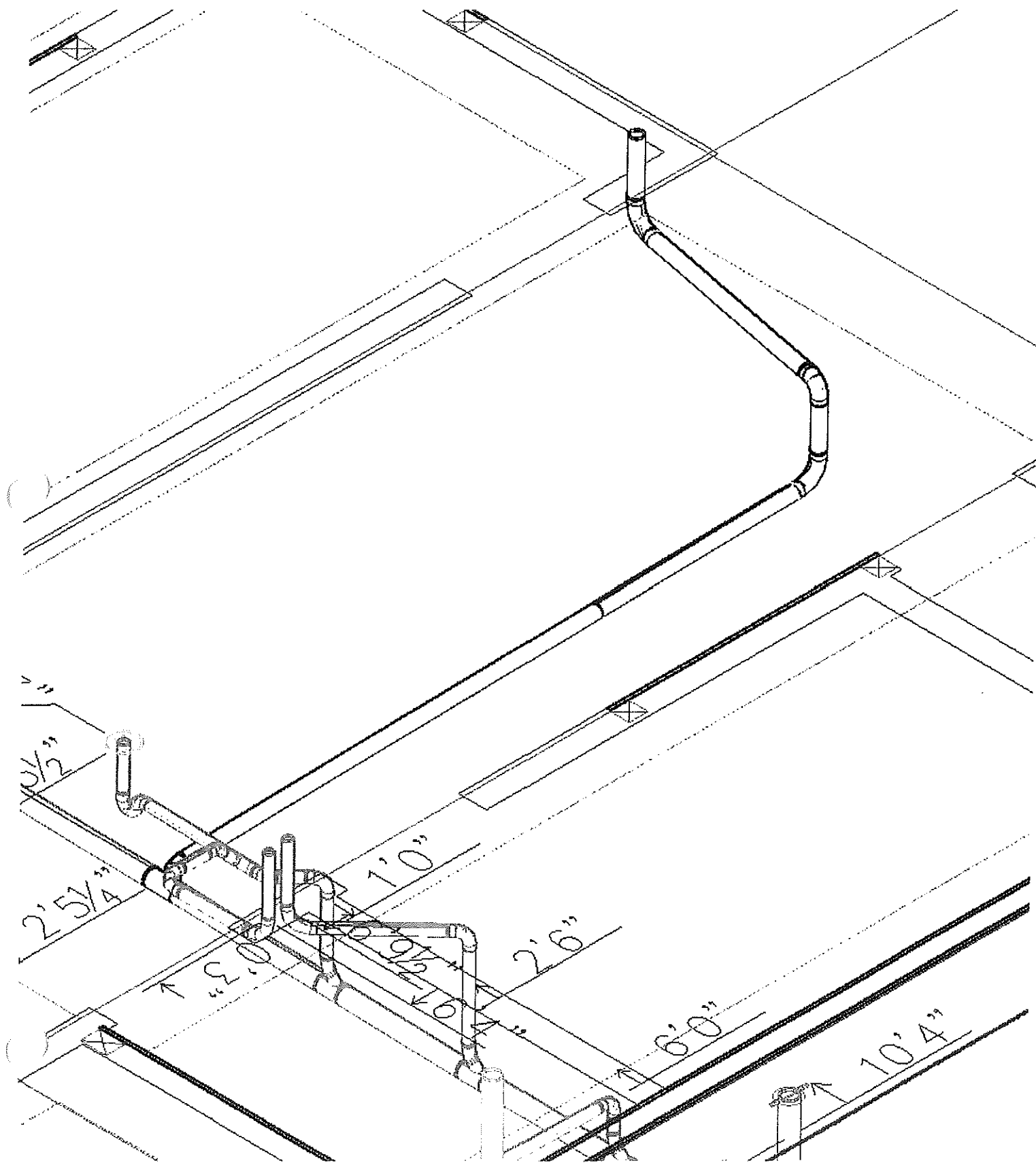
PRINTED 10/11/2016 2:53:06 PM  
 MATERIAL Primary  
 LABOR Alternate

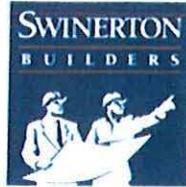
NOTES

Item					Material		Field Labor	
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ex
<b>Section : Section 009: COR#4 - RFI#1 CREDIT</b>								
<b>Category : Category 002: PVC SCH 40-DWV</b>								
2400003	PVC SCH 40-DWV	3" x2"	RED COMBO - HxHxH	-9	14.88	-133.92	0.49	-4.47
2400005	PVC SCH 40-DWV	4" x3"	RED COMBO - HxHxH	-1	30.24	-30.24	1.06	-1.06
Subtotals for Category : Category 002: PVC SCH 40-DWV						-164.16		-5.47
<b>Category : Category 009: SCH 40 PVC</b>								
9010008	SCH 40 PVC	3"	SCH40 PVC PIPE	-80	5.82	-465.60	0.08	-6.40
Subtotals for Category : Category 009: SCH 40 PVC						-465.60		-6.40
Subtotals for Section : Section 009: COR#4 - RFI#1 CREDIT						-629.76		-11.87
Grand Totals						-629.76		-11.87









November 15, 2016

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. 0049-1

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

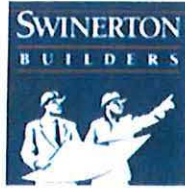
Furnish and install irrigation controller power as directed. Furnish and install new conduit, conductors, boxes, etc.. from MPR building to controller locations

Phase	Category	Description	Subcontractor	Quote
260010	71140	Furnish and install irrigation controller power as directed. Furnish and install new conduit, conductors, boxes, etc.. from MPR building to controller locations	TAFT ELECTRIC COMPANY	1,651.00
			<b>Subtotal</b>	<b>1,651.00</b>
007480	71160	Subguard	1.15%	18.99
007410	71160	Builders Risk	0.6%	10.02
007420	71160	General Insurance	1.15%	19.21
007510	71160	P&P Bond	1%	16.51
991000	79999	Change Order Fee	15%	254.88
			<b>Markup Subtotal</b>	<b>319.61</b>
			<b>PCI Total</b>	<b>1,970.61</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,970.61.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X  We **HAVE** 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 has proceeded 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

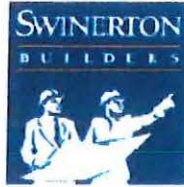
Date: \_\_\_\_\_

11/15/2016

Quotation accepted by:  
Oxnard School District

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

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



October 7, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Lisa Cline

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0049 Furnish and install power to Irrigation Controllers

Dear Ms. Cline ,

We request a Change Order to our contract for the following:

Furnish and install irrigation controller power as directed. Furnish and install new conduit, conductors, boxes, etc.. from MPR building to controller locations

Phase	Category	Description	Subcontractor	Quote
260010	71140	Electrical	TAFT ELECTRIC COMPANY	2,895.00
			<b>Subtotal</b>	<b>2,895.00</b>
007480	71160	Subguard	1.15%	33.29
007420	71160	General Insurance	1.15%	33.68
007410	71160	Builders Risk	0.6%	17.57
991000	79999	Fee	15%	446.93
007480	71160	P&P Bond	1%	28.95
			<b>Markup Subtotal</b>	<b>560.42</b>
			<b>PCI Total</b>	<b>3,455.42</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 3,455.42.

**SUPERCEDED**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



---

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

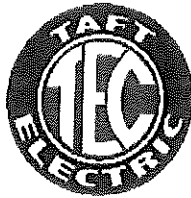
PM

Date: 10/7/2016

Quotation accepted by:  
Oxnard School District

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

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



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

## Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood Project # 2241 TAFT ELECTRIC COMPANY  
Tel: Fax:

**Change Order Request: 007** **Date: 8/3/2016**

**To:** Nalani Scanlon  
Swinerton Builders  
865 S. Figueroa Street  
Los Angeles, CA 90017

**From:** Matt Gobuly  
TAFT ELECTRIC COMPANY  
P.O. Box 3416  
Ventura, CA 93006

Description	Category	Status
Irrigation CTRL Power		submitted

Reference	Required By	Days Req	Amt Req
TEC RFI 014	8/10/2016	0	2,895

**Notes**  
We are submitting the above cost for the additional work related to TEC RFI 014 Power to Irrigation CTRL. This COR includes:  
-Add (1) 3/4" conduit w/(3)#10awg f+6 connections from MPR Panel GL4 to irrigation controller in service yard.  
Schedule Impact: 1 Day

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuly  
Project Manager

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
<b>Description</b>		<b>Notes</b>				

Approved By: \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES      JOB# 2241

TEC COR#: 007

CUST RFP#: \_\_\_\_\_

COR DESCRIPTION: Add power to irrigation controller

DATE: 8/3/2016

see: TEC RFI 014

DESCRIPTION	TAKE OFF	
	MATERIAL	HOURS
Conest (see attached)	\$781.81	19.09
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
<b>TOTAL</b>	<b>\$781.81</b>	<b>19.09</b>

TYPE	LABOR EXPENSES		
	HOURS	RATE	AMOUNT
STRAIGHT TIME	19.09	\$83.65	\$1,596.81
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
<b>SUBTOTAL LABOR</b>			<b>\$1,596.81</b>
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
<b>SUBTOTAL LABOR</b>			<b>\$1,596.81</b>
15.00%	OVERHEAD & PROFIT		\$239.52
<b>TOTAL LABOR</b>			<b>\$1,836.34</b>

%	TAKEOFF MATERIAL DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	\$23.45
8.00%	SALES TAX	\$64.42
3.00%	MATERIAL HANDLING	\$26.09
0.00%		\$0.00
<b>SUBTOTAL MATERIAL</b>		<b>\$895.78</b>
15.00%	OVERHEAD & PROFIT	\$134.37
<b>TOTAL TAKEOFF MATERIAL</b>		<b>\$1,030.14</b>

%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
<b>SUBTOTAL DJE</b>		<b>\$0.00</b>
15.00%	OVERHEAD & PROFIT	\$0.00
<b>TOTAL DJE</b>		<b>\$0.00</b>

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>SUBTOTAL QUOTES</b>		<b>\$0.00</b>
8.00%	SALES TAX	\$0.00
3.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
0.00%		\$0.00
<b>SUBTOTAL QUOTES</b>		<b>\$0.00</b>
15.00%	OVERHEAD & PROFIT	\$0.00
<b>TOTAL QUOTES</b>		<b>\$0.00</b>

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>SUBTOTAL SUBCONTRACTS</b>		<b>\$0.00</b>
5.00%	OVERHEAD & PROFIT	\$0.00
<b>TOTAL SUBCONTRACTS</b>		<b>\$0.00</b>

CHANGE REQUEST SUMMARY		
TAKEOFF MATERIAL	\$1,030.14	
QUOTED MATERIAL	\$0.00	
SUBCONTRACTORS	\$0.00	
LABOR EXPENSES	\$1,836.34	
DIRECT JOB EXPENSES	\$0.00	
<b>SUBTOTAL CHANGE REQUEST</b>		<b>\$2,866.48</b>
0.00%	\$0.00	
0.00%	\$0.00	
1.00%	\$28.66	
<b>CHANGE PROPOSAL TOTAL</b>		<b>\$2,895</b>



Job ID: 2241 LEMONWOOD COR  
 Project: 2241 Lemonwood COR



**Takeoff**

Vendor: COST Labor Level: LABOR 1 3 Aug 2016 14:35:53

Region: COR 007 IRRIGATION CTRL CONDUIT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				<b>3/4 CONDUIT 180' TO SCE ENCLOSURE</b>				
390122	160	FT	M	12" X 30" DEEP	BACKHOE TRENCH+BACKFILL	3.5294	564.70	0.0173	2.77
10058	180	FT	M	3/4	PVC SCH 40	0.2821	50.78	0.0450	8.10
40032	1	EA	M	QUART	PVC (GLUE) CEMENT	9.6462	9.65	0.2000	0.20
70029	510	FT	M	12	THHN/THWN CU (SOL)	0.1221	62.28	0.0060	3.06
20235	2	EA	M	3/4	GRC/PVC COATED 90-DEG ELBOW	17.2320	34.46	0.6000	1.20
10001	10	FT	M	3/4	GRC	2.2037	22.04	0.0600	0.60
30001	1	EA	M	3/4	GRC COUPLING	1.6793	1.68	0.1700	0.17
10211	1	EA	M	3/4	CONDUIT CUT & THREAD	0.0000	0.00	0.3500	0.35
500154	1	EA	M	3/4	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5300	0.53
100152	6	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.96
150394	1	EA	M	2-5/8" DEEP 21,3-CI	1G ALUM WP (BELL) BOX W/ 3 x 3/4"HUBS	13.2560	13.26	0.6000	0.60
140280	1	EA	M	20A	2P TOGGLE SPECIFICATION-GRADE	17.9269	17.93	0.3500	0.35
140620	1	EA	M		1G WP SWITCH PLATE	5.0404	5.04	0.2000	0.20
<b>Phase Totals:</b>							<b>781.81</b>		<b>19.09</b>
<b>Job Totals:</b>							<b>781.81</b>		<b>19.09</b>

Taft Electric Company

169A Eastman Avenue  
 Ventura, CA 93003

Phone: 805-642-0121  
 Web: www.taftelectric.com



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00046

---

To:	SVA ARCHITECTS, INC.	RFI Date:	07/05/2016
Attention:	Tom Bardwell	Date Due:	07/12/2016
CC:	Paul Vernier	RFI Type:	ELECTRICAL
		Priority:	High
		Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: TEC RFI 014 Irrigation Ctrl Power

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Sheet L-2.1 Irrigation Plan shows two irrigation controllers (symbol A & B) in the main electric yard. No circuits are provided. We recommend running a 3/4" conduit from MPR room 2-104, Panel GL4, circuits 7 & 9. Please advise.

---

**SUGGESTION:**

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

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**ANSWER:**

Answered By: Tom Bardwell

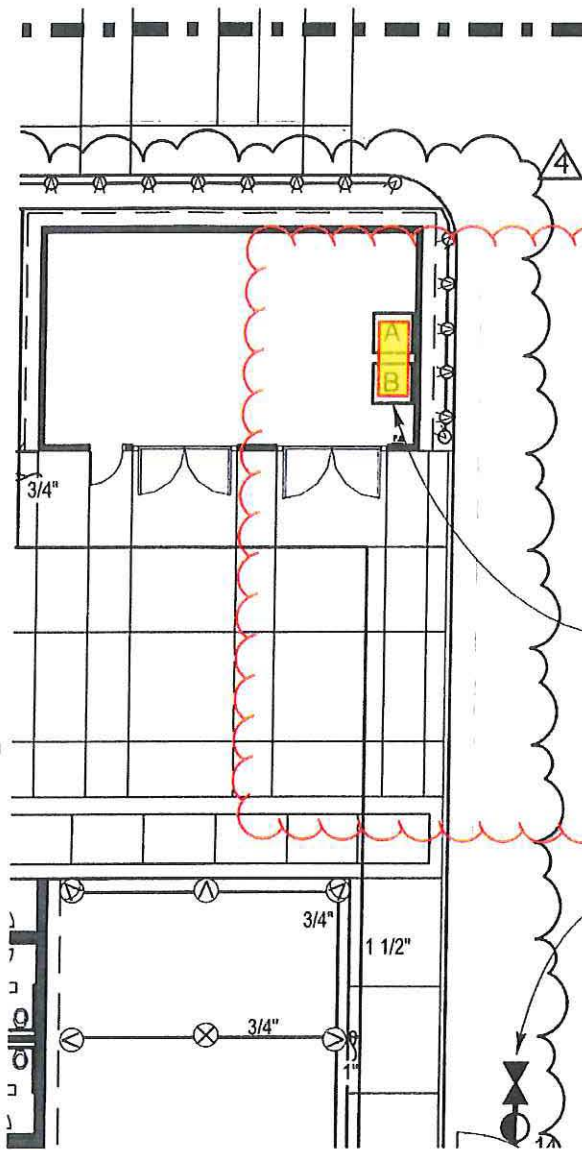
Date of Response: 07/25/2016

No exception taken to using panel GL4, circuit 7. Two circuits are not required. Provide 3/4"C. as suggested.

---

**ATTACHMENTS:**

TEC RFI 014 Irrigation CTRL Power



**CONTROLLER NOTE:**  
 AUTOMATIC IRRIGATION CONTROLLERS TO BE WALL-MOUNTED, MAKE AND MODEL AS SPECIFIED ON IRRIGATION LEGEND. INSTALLATION LOCATION APPROXIMATE. 110 VOLT POWER PROVIDED BY OWNER. IRRIGATION CONTRACTOR SHALL PROVIDE AND INSTALL BATTERIES IN EACH CONTROLLER FOR BACKUP POWER.  
**CONTROLLER 'A' - LEMONWOOD K-8**  
**CONTROLLER 'B' - FOR FUTURE LEMONWOOD ECDC**

**EXTRA WIRE NOTE:**  
 STUB OUT IN 6" ROUND VALVE BOX WITH MIN. 3 CONTROL WIRES & ONE COMMON WIRE (TYP.).

**L-2.1**

SHEET NUMBER:

SHEET TITLE:

**IRRIGATION  
 PLAN**

**RFI TAFT-00010**

From	Matt Gobuty
To	Matt Gobuty
CC	Matt Gobuty
Project	Lemonwood K-8 School LLB
Subject	TEC RFI 014 Irrigation Ctrl Power

**Author:** Andrea Lawson

**Date:** 2016-07-25 02:17 PM

No exception taken to using panel GL4, circuit 7. Two circuits are not required. Provide 3/4"C. as suggested.

**Author:** Nalani Scanlon

**Date:** 2016-07-05 02:34 PM

Forwarded by Nalani Scanlon to Tom Bardwell as 00046

**Author:** Nalani Scanlon

**Date:** 2016-07-05 02:34 PM

Forwarded by Nalani Scanlon to Tom Bardwell as 00046

**Subject:** TEC RFI 014 Irrigation Ctrl Power

**Date Required:** 2016-07-12

**Cost Impact:** Potentially

**Cost Amount:**

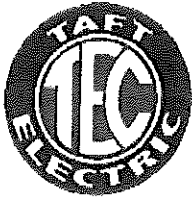
**Question:** Sheet L-2.1 Irrigation Plan shows two irrigation controllers (symbol A & B) in the main electric yard. No circuits are provided. We recommend running a 3/4" conduit from MPR room 2-104, Panel GL4, circuits 7 & 9. Please advise.

**Suggestion:**

**Answer:** No exception taken to using panel GL4, circuit 7. Two circuits are not required. Provide 3/4"C. as suggested.

[Click here](#) to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

**Note:** Please ensure that you leave "16055106MG RFI TAFT-00010" in the subject line of all emails you send related to this RFI. Replies must be above the original message. Attachments will also be accepted.



**Taft Electric Company**

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

**TEC RFI 014**

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood **Project # 2241** **TAFT ELECTRIC COMPANY**  
Tel: Fax:

**RFI #: 014** **Date Created: 7/5/2016**

<b>RFI Issued To:</b>	<b>Contact Name</b>	<b>Author Company</b>	<b>Authored By</b>
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

**RFI Answered By:** **Owner RFI Number**

<b>Subject</b>	<b>Discipline</b>	<b>Category</b>
Power to Irrigation Controllers	Electrical	

<b>Cost Impact</b>	<b>Amount</b>	<b>Sched Impact</b>	<b>Days</b>	<b>Dwg Impact</b>
Yes		Not Sure		Not Sure

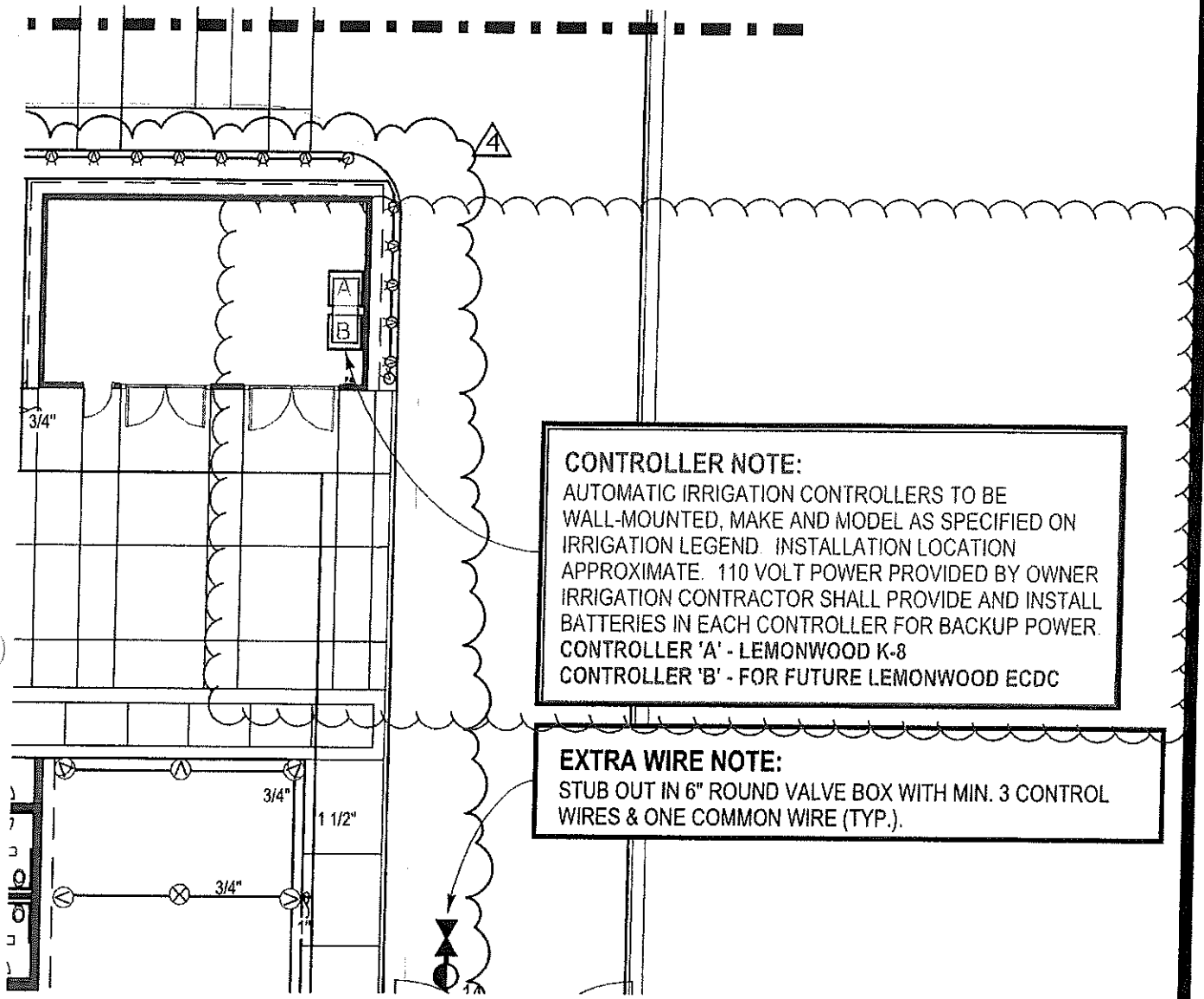
<b>Cost Impact Comments</b>	<b>Sched Impact Comments</b>	<b>Dwg Impact Comments</b>
-----------------------------	------------------------------	----------------------------

<b>Cc: Company Name</b>	<b>Contact Name</b>	<b>Copies</b>	<b>Notes</b>
-------------------------	---------------------	---------------	--------------

**Question** **Date Required: 7/12/2016**  
Sheet L-2.1 Irrigation Plan shows two irrigation controllers (symbol A & B) in the main electric yard. No circuits are provided. We recommend running a 3/4" conduit from MPR room 2-104, Panel GL4, circuits 7 & 9. Please advise.

**Suggestion**

**Answer** **Date Answered:**



**CONTROLLER NOTE:**  
 AUTOMATIC IRRIGATION CONTROLLERS TO BE WALL-MOUNTED, MAKE AND MODEL AS SPECIFIED ON IRRIGATION LEGEND. INSTALLATION LOCATION APPROXIMATE. 110 VOLT POWER PROVIDED BY OWNER IRRIGATION CONTRACTOR SHALL PROVIDE AND INSTALL BATTERIES IN EACH CONTROLLER FOR BACKUP POWER.  
 CONTROLLER 'A' - LEMONWOOD K-8  
 CONTROLLER 'B' - FOR FUTURE LEMONWOOD ECDC

**EXTRA WIRE NOTE:**  
 STUB OUT IN 6" ROUND VALVE BOX WITH MIN. 3 CONTROL WIRES & ONE COMMON WIRE (TYP.).

L-2.1

SHEET NUMBER: \_\_\_\_\_

SHEET TITLE: \_\_\_\_\_

**IRRIGATION  
 PLAN**



November 15, 2016

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Marlene Hickie / CFW, INC

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0050-1

Dear Ms. Hickie,

We request a Change Order to our contract for the following:

Add pull section to MSB due to quantity of conduits required vs. design documents

Phase	Category	Description	Subcontractor	Quote
260010	71140	Add pull section to MSB due to quantity of conduits required vs. design documents	TAFT ELECTRIC COMPANY	2,933.00
			<b>Subtotal</b>	<b>2,933.00</b>
007480	71160	Subguard	1.15%	33.73
007410	71160	Builders Risk	0.6%	17.80
007420	71160	General Insurance	1.15%	34.12
007510	71160	P&P Bond	1%	29.33
991000	79999	Change Order Fee	15%	452.80
			<b>Markup Subtotal</b>	<b>567.78</b>
			<b>PCI Total</b>	<b>3,500.78</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,500.78.**

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** 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 has proceeded 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

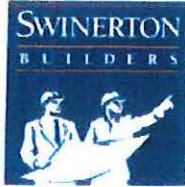
Date: 11/15/2016

Quotation accepted by:  
Oxnard School District

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

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





October 7, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Lisa Cline

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0050 Added pull section to MSB

Dear Ms. Cline,

We request a Change Order to our contract for the following:

Add pull section to MSB due to quantity of conduits required vs. design documents

Phase	Category	Description	Subcontractor	Quote
260010	71140	Electrical	TAFT ELECTRIC COMPANY	3,172.00
			<b>Subtotal</b>	<b>3,172.00</b>
007480	71160	Subguard	1.15%	36.48
007410	71160	Builders Risk	0.6%	19.25
007420	71160	General Insurance	1.15%	36.90
007480	71160	P&P Bond	1%	31.72
991000	79999	Fee	15%	489.70
			<b>Markup Subtotal</b>	<b>614.05</b>
			<b>PCI Total</b>	<b>3,786.05</b>

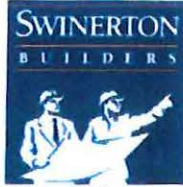
TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 3,786.05.

**SUPERSEDED**

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** 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 has proceeded 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: \_\_\_\_\_

10/7/2016

Quotation accepted by:  
Oxnard School District

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

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



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00065

---

To:	SVA ARCHITECTS, INC.	RFI Date:	07/20/2016
Attention:	Tom Bardwell	Date Due:	07/20/2016
CC:	Andrea Lawson	RFI Type:	
	Bill Voller	Priority:	
		Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: MSB Additional Pullsection Required

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Due to the quantity of conduits terminating at MSB, an additional pullsection must be added. Please see attached sketch and confirm that this acceptable.

---

**SUGGESTION:**

Possible Cost Impact: Yes

Possible Time Impact: Potentially

Add additional 30" pullsection to MSB to accommodate required conduits.

---

**ANSWER:**

Answered By: Tom Bardwell

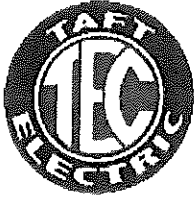
Date of Response: 07/25/2016

No exception taken to adding an additional pullsection.

---

**ATTACHMENTS:**

RFI 015 MSB Added Pullsection



**Taft Electric Company**

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

**TEC RFI 015**

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood Project # 2241 TAFT ELECTRIC COMPANY  
Tel: Fax:

**RFI #: 015** **Date Created: 7/20/2016**

RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

**RFI Answered By:** **Owner RFI Number**

Subject	Discipline	Category
MSB Added Pullsection	Electrical	

Cost Impact	Amount	Sched Impact	Days	Dwg Impact
Yes		Not Sure		Not Sure

Cost Impact Comments	Sched Impact Comments	Dwg Impact Comments

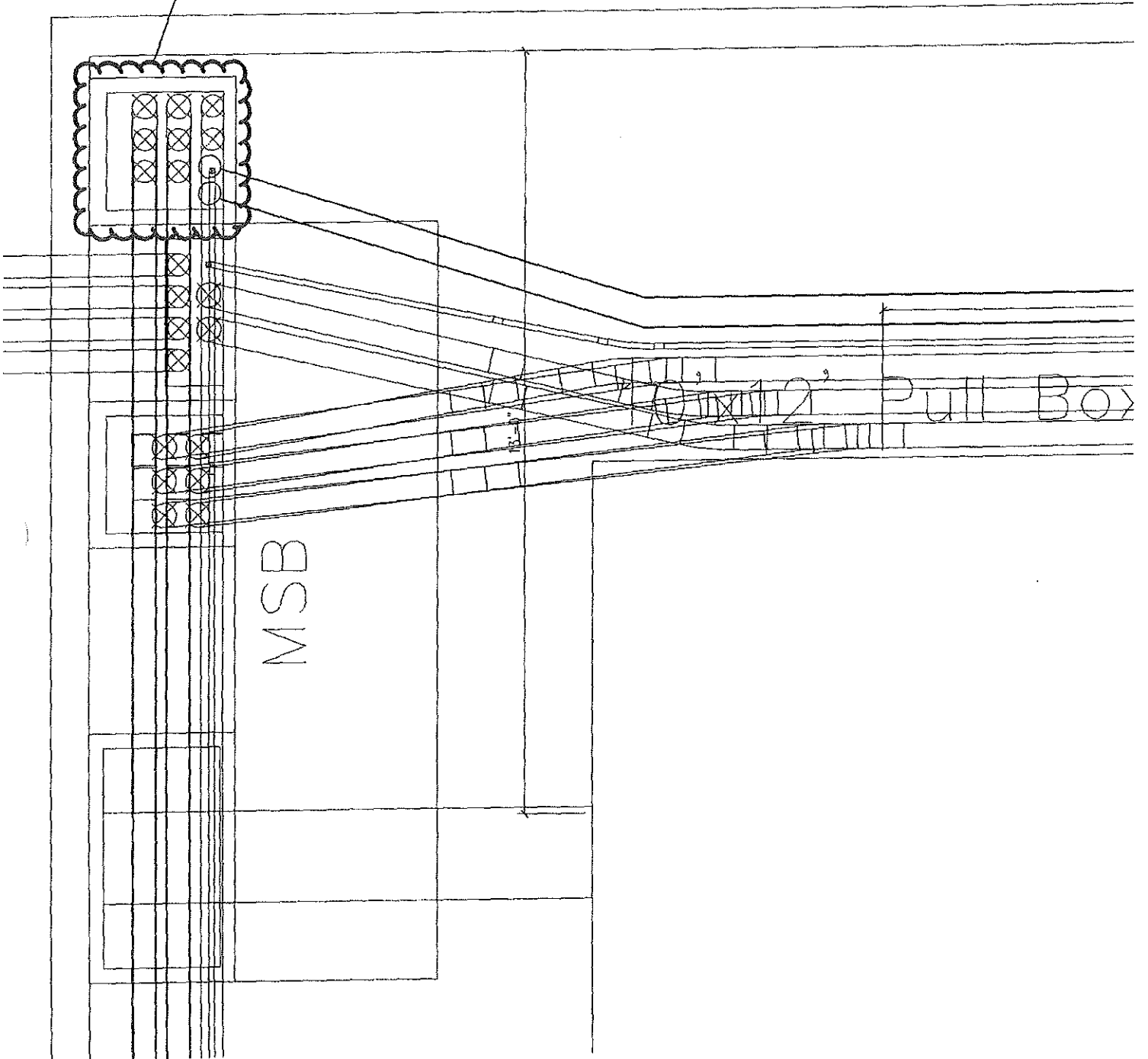
Cc: Company Name	Contact Name	Copies	Notes

**Question** **Date Required: 7/27/2016**  
Due to the quantity of conduits terminating at MSB, an additional pullsection must be added. Please see attached sketch and confirm that this acceptable.

**Suggestion**

**Answer** **Date Answered:**

NEW 30" section with fully open bottom





# Taft Electric Company

1694 Eastman Avenue

Ventura, CA 93003

(805)642-0121

Contractor License # 772245

## Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood  
2200 Carnegie Court  
Oxnard, CA 93033

Project # 2241

Tel: Fax:

TAFT ELECTRIC COMPANY

Change Order Request: 006 R001

Date: 8/3/2016

To: Nalani Scanlon  
Swinerton Builders  
865 S. Figueroa Street  
Los Angeles, CA 90017

From: Matt Gobuty  
TAFT ELECTRIC COMPANY  
P.O. Box 3416  
Ventura, CA 93006

### Description

MSB Added Pullsection

### Category

### Status

Submitted

### Reference

TEC RFI 015 & RFI 020

### Required By

8/10/2016

### Days Req

0

### Amt Req

3,172

### Notes

We are submitting the above cost for the additional work related to TEC RFI 015 MSB Added Pullsection. This COR includes:

-Add (1) 30" Pullsection w/Bussing to MSB per attached RFI 015 to allow installation of all required conduits.

Schedule Impact: NONE

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty  
Project Manager

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
--------	------	-----------	----------	----------	----------	--------

Description	Notes
-------------	-------

Approved By:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Prolog Manager

Printed on: 9/13/2016 TaftProlog

Page 1

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES      JOB# 2241      TEC COR#: 006 R1

CUST RFP#: \_\_\_\_\_

COR DESCRIPTION: MSB Added Section w/Bussing      DATE: 9/12/2016  
 See TEC RFI 015 & RFI 020

DESCRIPTION	TAKE OFF	
	MATERIAL	HOURS
Conest (see attached)	\$1,799.14	8.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
<b>TOTAL</b>	<b>\$1,799.14</b>	<b>8.00</b>

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	8.00	\$83.65	\$669.17
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
<b>SUBTOTAL LABOR</b>			<b>\$669.17</b>
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
<b>SUBTOTAL LABOR</b>			<b>\$669.17</b>
15.00%	<b>OVERHEAD &amp; PROFIT</b>		<del>\$100.38</del>
<b>TOTAL LABOR</b>			<b>\$769.55</b>

%	TAKEOFF MATERIAL DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	\$53.97
8.00%	SALES TAX	\$148.25
3.00%	MATERIAL HANDLING	\$60.04
0.00%		\$0.00
	<b>SUBTOTAL MATERIAL</b>	<b>\$2,061.40</b>
15.00%	<b>OVERHEAD &amp; PROFIT</b>	<b>\$309.21</b>
<b>TOTAL TAKEOFF MATERIAL</b>		<b>\$2,370.61</b>

%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	<b>SUBTOTAL DJE</b>	<b>\$0.00</b>
15.00%	<b>OVERHEAD &amp; PROFIT</b>	<b>\$0.00</b>
<b>TOTAL DJE</b>		<b>\$0.00</b>

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	<b>SUBTOTAL QUOTES</b>	<b>\$0.00</b>
8.00%	SALES TAX	\$0.00
3.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
0.00%		\$0.00
	<b>SUBTOTAL QUOTES</b>	<b>\$0.00</b>
15.00%	<b>OVERHEAD &amp; PROFIT</b>	<b>\$0.00</b>
<b>TOTAL QUOTES</b>		<b>\$0.00</b>

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	<b>SUBTOTAL SUBCONTRACTS</b>	<b>\$0.00</b>
5.00%	<b>OVERHEAD &amp; PROFIT</b>	<b>\$0.00</b>
<b>TOTAL SUBCONTRACTS</b>		<b>\$0.00</b>

CHANGE REQUEST SUMMARY		
TAKEOFF MATERIAL	\$2,370.61	
QUOTED MATERIAL	\$0.00	
SUBCONTRACTORS	\$0.00	
LABOR EXPENSES	\$769.55	
DIRECT JOB EXPENSES	\$0.00	
<b>SUBTOTAL CHANGE REQUEST</b>		<b>\$3,140.16</b>
0.00%	\$0.00	
0.00%	\$0.00	
1.00%	BOND COSTS \$31.40	
<b>CHANGE PROPOSAL TOTAL</b>		<b>\$3,172</b>

*2938*

Job ID: 2241 LEMONWOOD COR  
 Project: 2241 Lemonwood COR



**Takeoff**

Vendor: COST

Labor Level: LABOR 1

13 Sep 2016 15:04:23

Region: COR 006 ADDED PULLSECTION MSB

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
170001	1	EA	M	600A	SWITCHBOARD SECTION	820.0000	820.00	9.0000	9.00
24	1		M		ADD BUSSING TO 480V SWBD SECTION	945.0000	945.00	0.0000	0.00
160607	4	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.0000	0.00
160653	4	EA	M	1/2 -13	DROPIN ANCHOR-SS	5.6449	22.58	0.0000	0.00
17	4		M	1/2	SS NUT & WASHER	2.8890	11.56	0.0000	0.00
<b>Phase Totals:</b>							<b>1,799.14</b>		<b>9.00</b>
<b>Job Totals:</b>							<b>1,799.14</b>		<b>9.00</b>

Taft Electric Company

1694 Eastman Avenue  
 Ventura, CA 93003

Phone: 805-642-0121  
 Web: www.taft-electric.com



**From:** Vanessa Solorio <vsolorio@mainelectricsupply.com>  
**Sent:** Wednesday, July 20, 2016 2:44 PM  
**To:** Matt Gobuty  
**Cc:** aramamian@eaton.com  
**Subject:** RE: LEMONWOOD ELEMENTARY  
**Attachments:** SLA0707361-0002-459-QuickPrint\_Lemonwood\_Elem\_School[E].pdf

Hi Matt,

Adder \$820.

please let us know if you wish to proceed. ☺

thank you,



**Vanessa Solorio | Switchgear Project Manager**

949-833-3052 Office

657-622-4510 Direct

949-271-5704 Fax

3600 W. Segerstrom Ave., Santa Ana, CA 92704

[www.mainelectricsupply.com](http://www.mainelectricsupply.com)

[Other Locations](#)

[Company Email Disclaimer](#)



**From:** Matt Gobuty [mailto:mgobuty@taftelectric.com]

**Sent:** Wednesday, July 20, 2016 2:09 PM

**To:** AraMamian@Eaton.com

**Cc:** Vanessa Solorio

**Subject:** RE: LEMONWOOD ELEMENTARY

Perfect. Please provide a quote to add this section

Thanks

*Matt Gobuty*

Project Manager

Taft Electric

(805) 654-7994

[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)

## Matt Gobuty

---

**From:** Vanessa Solorio <vsolorio@mainelectricsupply.com>  
**Sent:** Wednesday, September 07, 2016 8:04 AM  
**To:** Matt Gobuty  
**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Good Morning Matt,

Please see below adders for the following changes:

COR 006 (changing blank section in MSB to bussed)- \$945.00  
COR 011 (Adding main breakers to AL1 and KL1)- \$715.00

If these changes are a go please provide an updated PO at your earliest convenience.

Please let me know if you need anything else.

Thank you, ☺



**Vanessa Solorio** | Switchgear Project Manager

949-833-3052 Office

657-622-4510 Direct

949-271-5704 Fax

3600 W. Segerstrom Ave., Santa Ana, CA 92704

[www.mainelectricsupply.com](http://www.mainelectricsupply.com)

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**From:** Matt Gobuty [mailto:mgobuty@taftelectric.com]  
**Sent:** Tuesday, September 06, 2016 10:45 AM  
**To:** AraMamian@Eaton.com  
**Cc:** Vanessa Solorio  
**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Thank you

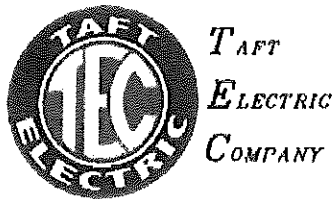
*Matt Gobuty*

Project Manager

Taft Electric

(805) 654-7994

[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)



**From:** [AraMamian@Eaton.com](mailto:AraMamian@Eaton.com) [mailto:AraMamian@Eaton.com]  
**Sent:** Tuesday, September 06, 2016 10:44 AM  
**To:** Matt Gobuty <[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)>  
**Cc:** [ysolorio@mainelectricsupply.com](mailto:ysolorio@mainelectricsupply.com)  
**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Matt  
I send COR adders to Vanessa. Attached are updated drawings

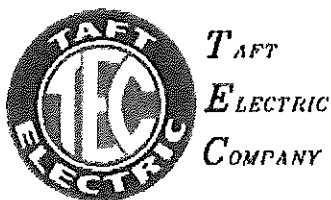
Thanks  
Ara

**From:** Matt Gobuty [mailto:[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)]  
**Sent:** Tuesday, September 06, 2016 10:17 AM  
**To:** Mamian, Ara  
**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Yes, unfortunately, he is still requesting it to be fully bussed. Please provide a quote and reference COR 006.

This may cause additional spatial constraints for us, too. I will have my designer look at this it ASAP

*Matt Gobuty*  
Project Manager  
Taft Electric  
(805) 654-7994  
[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)



**From:** [AraMamian@Eaton.com](mailto:AraMamian@Eaton.com) [mailto:AraMamian@Eaton.com]  
**Sent:** Tuesday, September 06, 2016 10:12 AM  
**To:** Matt Gobuty <[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)>  
**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

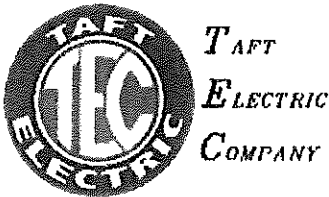
Will do.  
Any news on the blank section for MSB?

**From:** Matt Gobuty [<mailto:mgobuty@taftelectric.com>]  
**Sent:** Tuesday, September 06, 2016 8:33 AM  
**To:** Mamian, Ara  
**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Hi Ara,  
Please add main breakers to these panels and provide a quote, reference COR 011. The engineer will issue a bulletin shortly.

Thank you,

*Matt Gobuty*  
Project Manager  
Taft Electric  
(805) 654-7994  
[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)



**From:** [AraMamian@Eaton.com](mailto:AraMamian@Eaton.com) [<mailto:AraMamian@Eaton.com>]  
**Sent:** Monday, August 29, 2016 10:13 AM  
**To:** Matt Gobuty <[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)>  
**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Matt  
Panels KL1 and AL1 do not have main breakers. These are directly fed from Transformers. They should have Main Breakers. Can you check with consultant if these need to be added ?

Thanks  
Ara

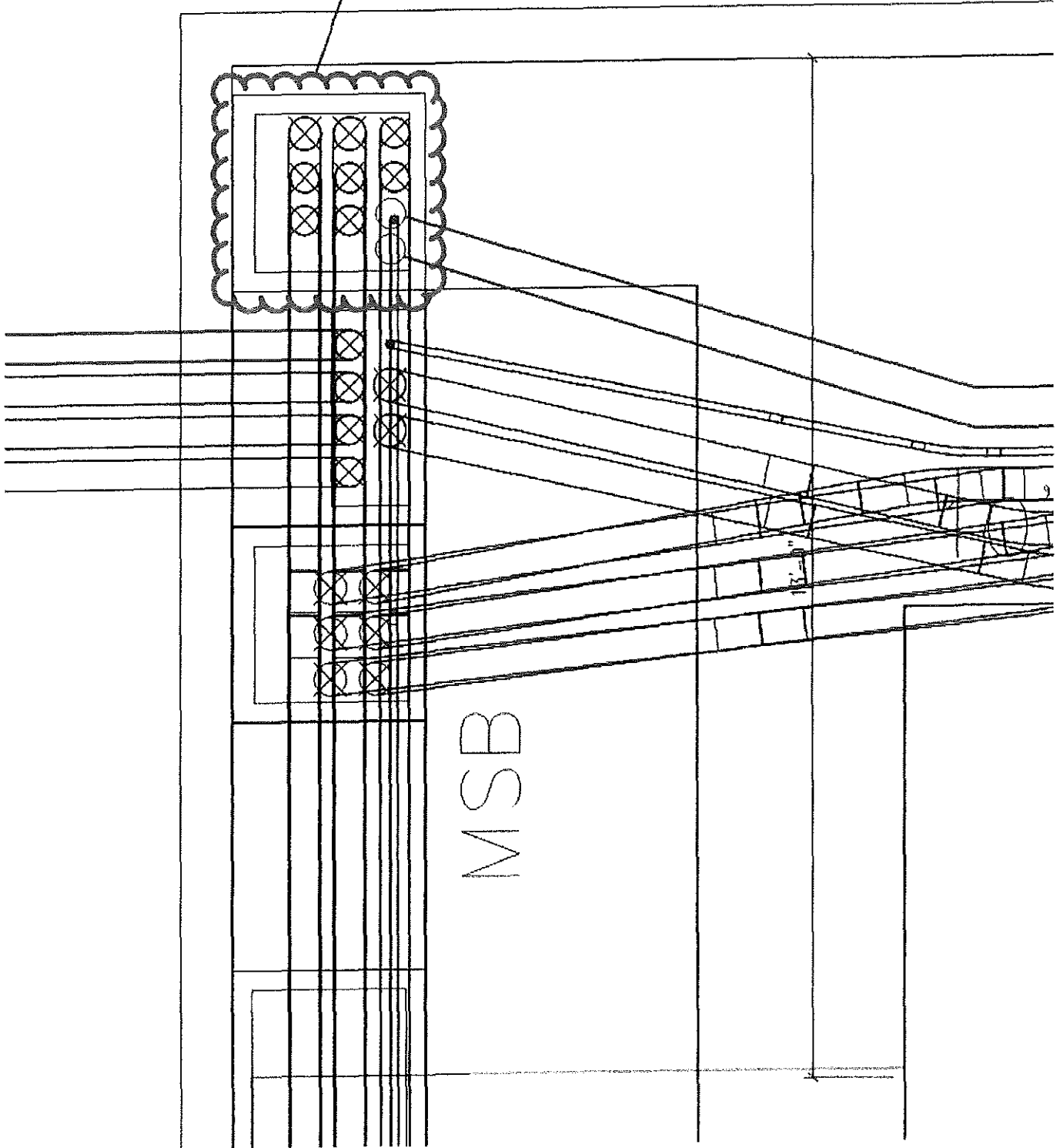
**From:** Matt Gobuty [<mailto:mgobuty@taftelectric.com>]  
**Sent:** Monday, August 29, 2016 8:53 AM  
**To:** Mamian, Ara  
**Subject:** 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Good morning Ara,

Please review & replay to comments from TK1SC regarding the Lemonwood ES switchboard submittal.

thanks

NEW 30" section with fully open bottom



*Matt Gobuty*

Project Manager

Taft Electric

(805) 654-7994

[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)



**From:** Vanessa Solorio [<mailto:vsolorio@mainelectricsupply.com>]

**Sent:** Wednesday, July 20, 2016 8:55 AM

**To:** Matt Gobuty <[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)>

**Subject:** LEMONWOOD ELEMENTARY

Good morning Matt,

I am your contact for this job. ☺



**Vanessa Solorio** | Switchgear Project Manager

949-833-3052 Office

657-622-4510 Direct

949-271-5704 Fax

3600 W. Segerstrom Ave., Santa Ana, CA 92704

[www.mainelectricsupply.com](http://www.mainelectricsupply.com)

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## Switchboard General Information

### Pow-R-Line C - Specifications

Quantity: 1

Alignment: Front Access/ Front and Rear Align

Service: 480Y/277V 3-Phase 4-Wire

Minimum Interrupt Rating: 65 kA

### Bus Specifications

Bus Amps: 3000

Neutral Amps: 3000

Bus Material: Aluminum

Aluminum .25 X 3.0 Ground Bus Bolted To Frame, (1) #6-350 kcmil Ground Lug

Bus Bracing Rating: 65kA

Heat Test

### Incoming Information

Incoming Entry: Bottom

Incoming Qty & Size: None,

Incoming Location: Left

### Structure Specifications

Service Entrance

Enclosure Type: Type 3R (nonwalk-in) Flat Roof

House Keeping Pad: Seismic Label (IBC/CBC Seismic Qualified)

Refer to seismic installation data sheet TD01508002E and drawing 1A32497 for details.

Nameplates: Mastic - White with Black letters

### Utility Specifications

Struct # 2

3000 Amps Util. Mtr. Compt. - SOUTHERN CALIFORNIA EDISON (SCE)

Utility Service Requirements Page References:

Lug Drillings Per Dwg. : 347

CT Compartment Per Dwg. 322/330

UGPS Per Dwg. 345

Meter Door per Dwg. 333

15J Meter Socket(s)

8 Drillings

(8) EUSERC Press Bolts

### Enclosure properties

Struct #

1

#### Description/Modifications

Bussed pulled Structure (Incoming Utility Structures)

Vertical isolating barrier

2

Incoming Utility Structures (Incoming Utility Section)

Vertical isolating barrier

Horizontal isolating barrier

3

Individually mounted feeder BREAKER exiting BOTTOM, (Feeder Structure)

Vertical isolating barrier

4

50x chassis mounted feeders (Feeder Structure)

5

Blank non-bussed structure (cable wireway, meters, etc.) (Auxiliary Structure)

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY  
ARA MAMIAN

DATE

7/20/2016

Eaton

SumterSC

APPROVED BY

DATE

JOB NAME

Lemonwood Elem School

DESIGNATION

MSB

VERSION

8.0.11.0

TYPE

Switchboards

DRAWING TYPE

CustAppr

NEG-ALT Number

LA600S27X5K2-0002

REVISION

0

DWG SIZE

DwgA

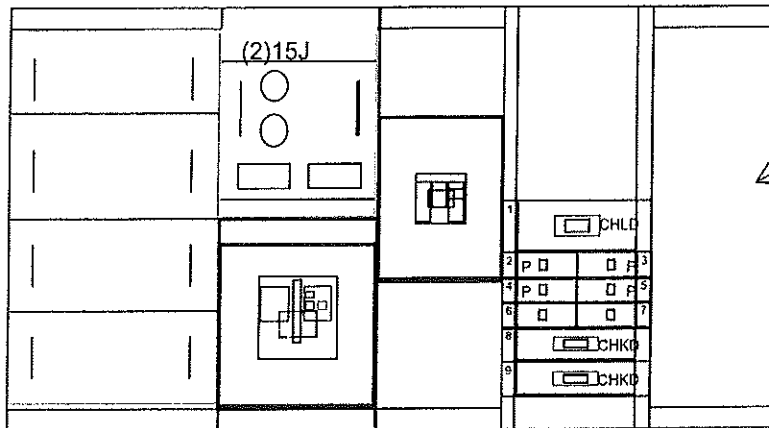
G.O.

SLA0707361

ITEM

SHEET

1 of 4

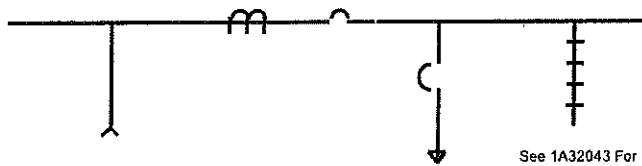


Added Section  
TEC RFI 015

Front View

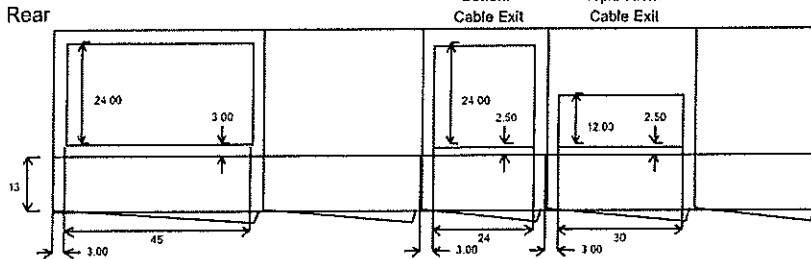
Struct	1	2 *	3	4	5 *
Depth	30	30	30	30	30
Width	51	38	30	36	30

Power Flow



See 1A32043 For  
Floor Plan Detail  
Top/Bottom  
Cable Exit

Floor Plan



Total of 5 Structures, Total Weight of 3603 Weight-Lbs. with Front Hinged Doors.  
Total of 5 Structures, Total Width of 185 Inches with Front Hinged Doors.

Structure	1	2	3	4	5
Ship-Inches		89.00			96.00
Ship-MM		2260			2438
Wdth-Inches	51.00	38.00	30.00	36.00	30.00
Wdth-MM	1295	965	762	914	762
Depth(Inner)-In.	30.00	30.00	30.00	30.00	30.00
Depth(Inner)-MM	762	762	762	762	762
Depth(Outer)-In.	43.00	43.00	43.00	43.00	43.00
Depth(Outer)-MM	1092	1092	1092	1092	1092
Height-Inches	90.00	90.00	90.00	90.00	90.00
Height-MM	2286	2286	2286	2286	2286
Weight-Lbs.(Est.)	950	1050	652	676	275
Weight-Kg.(Est.)	430	476	295	306	124

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY ARA MAMIAN	DATE 7/20/2016	Eaton SumterSC		
	APPROVED BY	DATE	JOB NAME Lemonwood Elem School	DESIGNATION MSB	
	VERSION 8.0.11.0		TYPE Switchboards	DRAWING TYPE Cust/Appr	
NEG-ALT Number LA800527X5K2-0002	REVISION 0	DWG SIZE DwgA	G.O. SLA0707361	ITEM	SHEET 2 of 4



### Switchboard Units Information

Str#	Unit	Description/Modifications	Nameplate
1			
2		Main Breaker - Ind Mtd-3000A 3P Magnum SB Brkr SBS-630 [Fixed-Manual], Trip 3000 A.RMS520 LSIG, 100 % rated Lockoff devices: Padlockable Hasp  3000A Utility Metering - SOUTHERN CALIFORNIA EDISON (SCE)	MAIN BREAKER
3		Feeder Breaker - Ind Mtd-1600A 3P [RGH 1600A Frame], 100% Rated, Trip 1600 A.310+, 100 % rated, LS Terminals, Mechanical, (5) #4-500 kcmil, Bottom	MSB-1
4	1	Feeder Breaker - Chassis Mtd-600A 3P [CHLD 600A Frame], Trip 400 A.310+, 100 % rated, LSI Terminals, Mechanical, (1) 4/0-600 kcmil  Neutral Terminal, 3/0-750 kcmil	PRESCHOOL BLDG 3
	2	Feeder Breaker - Chassis Mtd-3P [HFD 225A Frame] Provision  Neutral Terminal, (1) #6-350 kcmil	PROVISION
	3	Feeder Breaker - Chassis Mtd-3P [HFD 225A Frame] Provision  Neutral Terminal, (1) #6-350 kcmil	PROVISION
	4	Feeder Breaker - Chassis Mtd-3P [HFD 225A Frame] Provision  Neutral Terminal, (1) #6-350 kcmil	PROVISION
	5	Feeder Breaker - Chassis Mtd-3P [HFD 225A Frame] Provision  Neutral Terminal, (1) #6-350 kcmil	PROVISION
	6	Feeder Breaker - Chassis Mtd-225A 3P [HFD 225A Frame], Trip 225 A.Thermal Mag Terminals, Mechanical, (1) #4-4/0  Neutral Terminal, (1) #6-350 kcmil	KH1
	7	Feeder Breaker - Chassis Mtd-125A 3P [HFD 225A Frame], Trip 125 A.Thermal Mag Terminals, Mechanical, (1) #4-4/0	BLDG #6

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY ARA MAMIAN	DATE 7/20/2016	<b>Eaton</b>			SumterSC
	APPROVED BY	DATE	JOB NAME Lemonwood Elem School	DESIGNATION MSB		
	VERSION 8.0.11.0	TYPE Switchboards	DRAWING TYPE CustAppr			
NEG-ALT Number LA600527X5K2-0002	REVISION 0	DWG SIZE DwgA	G.O. SLA0707361	ITEM	SHEET 3 of 4	

Neutral Terminal, (1) #6-350 kcmil

8 Feeder Breaker - Chassis Mtd-400A 3P [CHKD 400A Frame], Trip 400 A.310+, 100 % rated, LSI  
Terminals, Mechanical, (2) 2/0-250 kcmil

AH1

Neutral Terminal, (2) #6-350 kcmil

9 Feeder Breaker - Chassis Mtd-400A 3P [CHKD 400A Frame], Trip 400 A.310+, 100 % rated, LSI  
Terminals, Mechanical, (2) 2/0-250 kcmil

GH1

Neutral Terminal, (2) #6-350 kcmil

5

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY ARA MAMIAN	DATE 7/20/2016	Eaton		SumterSC	
APPROVED BY	DATE	JOB NAME Lemonwood Elem School	DESIGNATION MSB		
VERSION 8.0.11.0	TYPE Switchboards	DRAWING TYPE CustAppr			
NEG-ALT Number LA600527X5K2-0002	REVISION 0	DWG SIZE DwgA	G.O SLA0707361	ITEM	SHEET 4 of 4

**RFI TAFT-00011**

From	Matt Gobuty
To	Matt Gobuty
CC	
Project	Lemonwood K-8 School LLB
Subject	MSB Additional Pullsection Required

**Author:** Andrea Lawson

**Date:** 2016-07-25 02:20 PM

No exception taken to adding an additional pullsection.

**Author:** Nalani Scanlon

**Date:** 2016-07-20 03:10 PM

Forwarded by Nalani Scanlon to Tom Bardwell as 00065

**Subject:** MSB Additional Pullsection Required

**Date Required:** 2016-07-20

**Cost Impact:** Yes

**Cost Amount:** 2,000.00

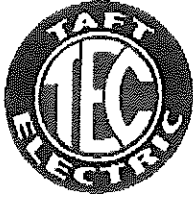
**Question:** Due to the quantity of conduits terminating at MSB, an additional pullsection must be added. Please see attached sketch and confirm that this acceptable.

**Suggestion:** Add additional 30" pullsection to MSB to accommodate required conduits.

**Answer:**

[Click here](#) to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

**Note:** Please ensure that you leave "16055106MG RFI TAFT-00011" in the subject line of all emails you send related to this RFI. Replies must be above the original message. Attachments will also be accepted.



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

TEC RFI 015

Detailed, RFIs without Routing Information Grouped by RFI Number

---

2241 Lemonwood Project # 2241 TAFT ELECTRIC COMPANY  
Tel: Fax:

---

**RFI #: 015** **Date Created: 7/20/2016**

RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

**RFI Answered By:** **Owner RFI Number**

Subject	Discipline	Category
MSB Added Pullsection	Electrical	

Cost Impact	Amount	Sched Impact	Days	Dwg Impact
Yes		Not Sure		Not Sure

Cost Impact Comments	Sched Impact Comments	Dwg Impact Comments

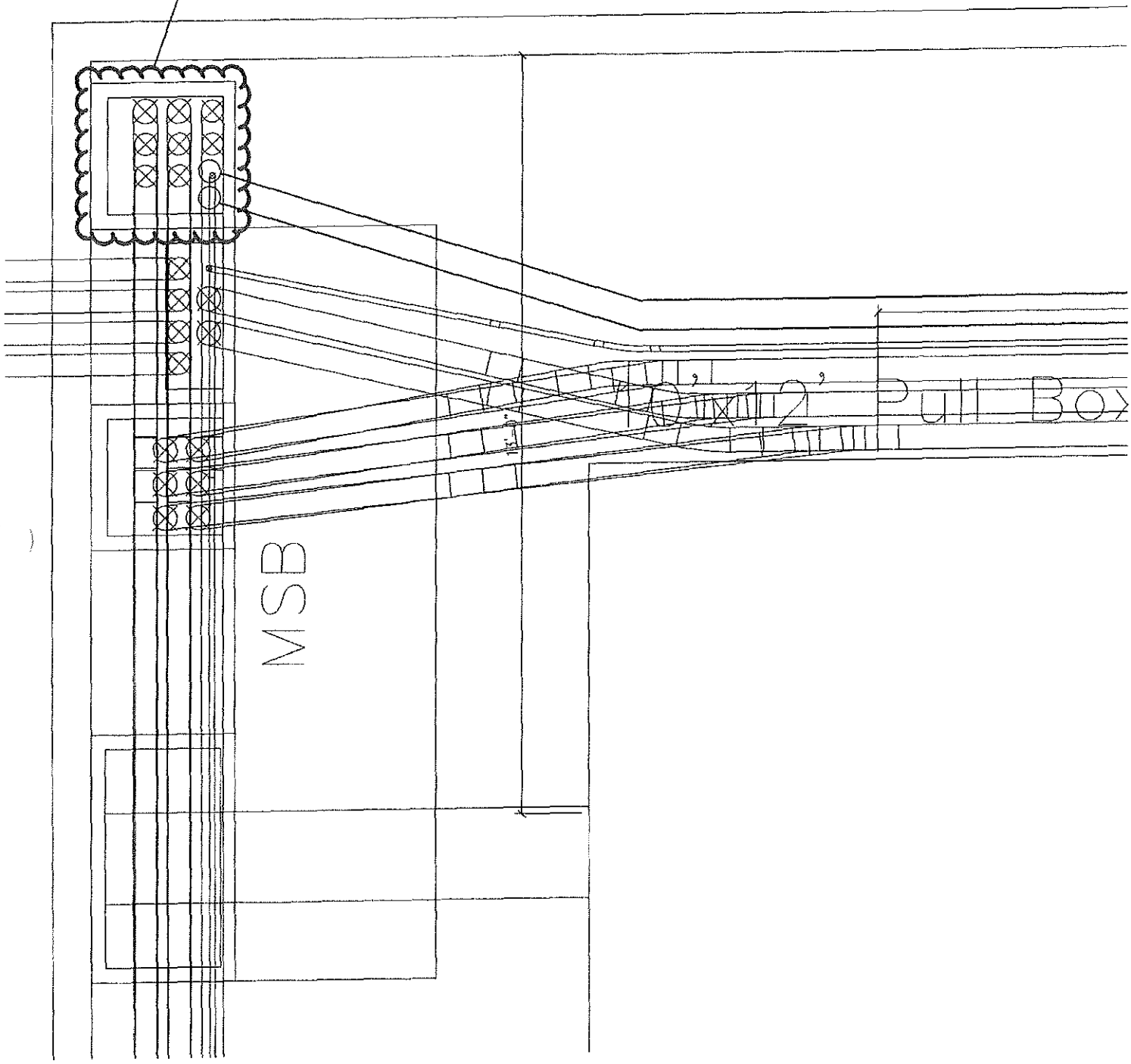
Cc: Company Name	Contact Name	Copies	Notes

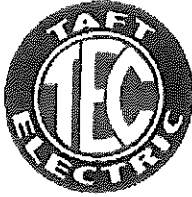
**Question** **Date Required: 7/27/2016**  
 Due to the quantity of conduits terminating at MSB, an additional pullsection must be added. Please see attached sketch and confirm that this acceptable.

**Suggestion**

**Answer** **Date Answered:**

NEW 30" section with fully open bottom





**Taft Electric Company**

1694 Eastman Avenue  
Ventura, CA 93003

(805)642-0121  
Contractor License # 772245

TEC RFI 020

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood  
2200 Carnegie Court  
Oxnard, CA 93033

Project # 2241  
Tel: Fax:

TAFT ELECTRIC COMPANY

**RFI #: 020** **Date Created: 9/12/2016**

RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

**RFI Answered By:** **Owner RFI Number**

Subject	Discipline	Category
MSB Added Pullsection 5 - Bussing	Electrical	

Cost impact	Amount	Sched Impact	Days	Dwg Impact
Not Sure		Not Sure		Not Sure

Cost Impact Comments	Sched Impact Comments	Dwg Impact Comments

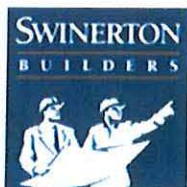
Cc: Company Name	Contact Name	Copies	Notes

**Question** **Date Required: 9/19/2016**  
MSB section 5 is an added pullsection with no devices/terminations. Is it required to be fully bussed? Please advise

**Suggestion**

**Answer** **Date Answered:**

awaiting answer



November 15, 2016

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. 0051-1

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

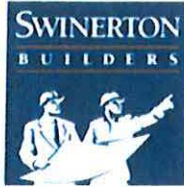
Panels AL1 and KL1 are fed from transformers with no means of disconnecting power. Per RFI 0097 response main breakers are to be added.

Phase	Category	Description	Subcontractor	Quote
260010	71140	Panels AL1 and KL1 are fed from transformers with no means of disconnecting power. Per RFI 0097 response main breakers are to be added.	TAFT ELECTRIC COMPANY	897.00
			<b>Subtotal</b>	<b>897.00</b>
007480	71160	Subguard	1.15%	10.32
007410	71160	Builders Risk	0.6%	5.44
007420	71160	General Insurance	1.15%	10.44
007510	71160	P&P Bond	1%	8.97
991000	79999	Change Order Fee	15%	138.48
			<b>Markup Subtotal</b>	<b>173.65</b>
			<b>PCI Total</b>	<b>1,070.65</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,070.65.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X  We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray  
PM  
Date: \_\_\_\_\_

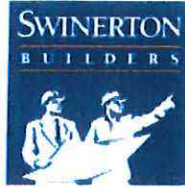
*[Handwritten signature]*  
*11/15/2016*

Quotation accepted by:  
Oxnard School District

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

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





October 7, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Ms. Lisa Cline

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0051 Add breakers to electrical panels AL1 and KL1

Dear Ms. Cline ,

We request a Change Order to our contract for the following:

Panels AL1 and KL1 are fed from transformers with no means of disconnecting power. Per RFI 0097 response main breakers are to be added.

Phase	Category	Description	Subcontractor	Quote
260010	71140	Electrical	TAFT ELECTRIC COMPANY	924.00
			<b>Subtotal</b>	<b>924.00</b>
007480	71160	Subguard	1.15%	10.63
007420	71160	General Insurance	1.15%	10.75
007410	71160	Builders Risk	0.6%	5.61
991000	79999	Fee	15%	142.65
007480	71160	P&P Bond	1%	9.24
			<b>Markup Subtotal</b>	<b>178.88</b>
			<b>PCI Total</b>	<b>1,102.88</b>

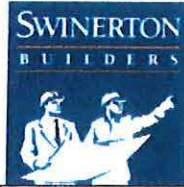
TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,102.88.

**SUPERCEDED**

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** 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 has proceeded 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.

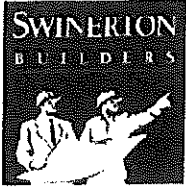
Bill Gray  
PM  
Date: \_\_\_\_\_

10/7/2016

Quotation accepted by:  
Oxnard School District

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

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



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00097

---

To:	SVA ARCHITECTS, INC.	RFI Date:	09/23/2016
Attention:	Tom Bardwell	Date Due:	09/19/2016
CC:	Paul Vernier	RFI Type:	ELECTRICAL
	Dick Jones	Priority:	Normal
	Andrea Lawson	Schedule/Activity ID:	
	Bill Voller	Document Reference:	E5.6
		Spec Section:	
		Status:	Returned

Subject: Panels KL1 & AL1 Main Breakers

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Panels KL1 & AL1 are fed from transformers, should these panels have main breakers?

---

**SUGGESTION:**

Possible Cost Impact: Yes

Possible Time Impact: Yes

Add main breakers and update panel schedule.

---

**ANSWER:**

Answered By: Tom Bardwell

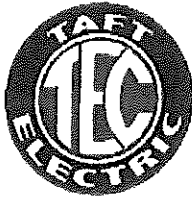
Date of Response: 09/26/2016

Yes. Required.

---

**ATTACHMENTS:**

RFI 021 Panel KL1 & AL1 Main Breakers

**Taft Electric Company**1694 Eastman Avenue  
Ventura, CA 93003(805)642-0121  
Contractor License # 772245**TEC RFI 021**

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood  
2200 Carnegie Court  
Oxnard, CA 93033**Project # 2241**  
Tel: Fax:**TAFT ELECTRIC COMPANY****RFI #: 021** **Date Created: 9/12/2016**

<b>RFI Issued To:</b>	<b>Contact Name</b>	<b>Author Company</b>	<b>Authored By</b>
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

**RFI Answered By:** **Owner RFI Number**

<b>Subject</b>	<b>Discipline</b>	<b>Category</b>
Panels KL1 & AL1 Main Breakers	Electrical	

<b>Cost Impact</b>	<b>Amount</b>	<b>Sched Impact</b>	<b>Days</b>	<b>Dwg Impact</b>
Not Sure		Not Sure		Not Sure

<b>Cost Impact Comments</b>	<b>Sched Impact Comments</b>	<b>Dwg Impact Comments</b>
-----------------------------	------------------------------	----------------------------

<b>Cc: Company Name</b>	<b>Contact Name</b>	<b>Copies Notes</b>
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**Question** **Date Required:**  
Panels KL1 & AL1 are fed from transformers, should they have main breakers? If so, please revise the panel schedules.

**Suggestion****Answer** **Date Answered:**

PFI 0037



# Taft Electric Company

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

## Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood  
2200 Carnegie Court  
Oxnard, CA 93033

Project # 2241  
Tel: Fax:

TAFT ELECTRIC COMPANY

**Change Order Request: 011** **Date:**

<b>To:</b> Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	<b>From:</b> Matt Gobuty TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006
---	---

Description	Category	Status
Panel KL1 & AL1 - Add Main Breakers		OPEN

Reference	Required By	Days Req	Amt Req
TEC RFI 021		0	924

**Notes**  
We are submitting the above cost for the addition of two factory installed main circuit breakers in panels AL1 and KL1.

This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty  
Project Manager  
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
<b>Description</b>			<b>Notes</b>			

**Approved By:**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_



## Matt Gobuty

---

**From:** Vanessa Solorio <vsolorio@mainelectricsupply.com>  
**Sent:** Wednesday, September 07, 2016 8:04 AM  
**To:** Matt Gobuty  
**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Good Morning Matt,

Please see below adders for the following changes:

COR 006 (changing blank section in MSB to bussed)- \$945.00  
COR 011 (Adding main breakers to AL1 and KL1)- \$715.00

If these changes are a go please provide an updated PO at your earliest convenience.

Please let me know if you need anything else.

Thank you, ☺



**Vanessa Solorio** | Switchgear Project Manager

949-833-3052 Office

657-622-4510 Direct

949-271-5704 Fax

3600 W. Segerstrom Ave., Santa Ana, CA 92704

[www.mainelectricsupply.com](http://www.mainelectricsupply.com)

[Other Locations](#)

[Company Email Disclaimer](#)



**From:** Matt Gobuty [mailto:mgobuty@taftelectric.com]

**Sent:** Tuesday, September 06, 2016 10:45 AM

**To:** AraMamian@Eaton.com

**Cc:** Vanessa Solorio

**Subject:** RE: 2241 Lemonwood 26 0000-002 - Switchboards\_SBR comments 2016-08-10.pdf

Thank you

*Matt Gobuty*

Project Manager

Taft Electric

(805) 654-7994

[mgobuty@taftelectric.com](mailto:mgobuty@taftelectric.com)

## Matt Gobuty

---

**From:** CMiC I/O <cmicionewprod@swinerton.com>  
**Sent:** Tuesday, September 27, 2016 10:35 AM  
**To:** Matt Gobuty  
**Subject:** 16055106MG RFI TAFT-00016 Panels KL1 & AL1 Main Breakers  
**Attachments:** RFI 021 Panel KL1 & AL1 Main Breakers.pdf

### RFI TAFT-00016

From	Matt Gobuty
To	Matt Gobuty
CC	
Project	Lemonwood K-8 School LLB
Subject	Panels KL1 & AL1 Main Breakers

Author: *Nalani Scanlon*

Date: 2016-09-23 09:10 AM

Forwarded by Nalani Scanlon to Tom Bardwell as 00097

**Subject:** Panels KL1 & AL1 Main Breakers  
**Date Required:** 2016-09-19  
**Cost Impact:** Yes  
**Cost Amount:**  
**Question:** Panels KL1 & AL1 are fed from transformers, should they have main breakers? If so, please revise the panel schedules.

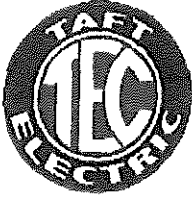
#### Suggestion:

**Answer:** Yes. Required.

[Click here](#) to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

Note: Please ensure that you leave "16055106MG RFI TAFT-00016" in the subject line of all emails you send related to this RFI. Replies must be above the original message. Attachments will also be accepted.





**Taft Electric Company**

1694 Eastman Avenue  
Ventura, CA 93003  
(805)642-0121  
Contractor License # 772245

**TEC RFI 021**

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood  
2200 Carnegie Court  
Oxnard, CA 93033

Project # 2241  
Tel: Fax:

TAFT ELECTRIC COMPANY

**RFI #: 021** **Date Created: 9/12/2016**

RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	TAFT ELECTRIC COMPANY P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

**RFI Answered By:** **Owner RFI Number**

Subject	Discipline	Category
Panels KL1 & AL1 Main Breakers	Electrical	

Cost Impact	Amount	Sched Impact	Days	Dwg Impact
Not Sure		Not Sure		Not Sure

Cost Impact Comments	Sched Impact Comments	Dwg Impact Comments

Cc: Company Name	Contact Name	Copies	Notes

**Question** **Date Required:**  
Panels KL1 & AL1 are fed from transformers, should they have main breakers? If so, please revise the panel schedules.

**Suggestion**

**Answer** **Date Answered:**



October 10, 2016

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Ms. Lisa Cline

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0056 CCD #010 Footing penetration sleeves

Dear Ms. Cline,

We request a Change Order to our contract for the following:

Add sleeves for plumbing penetrations not shown on contract drawings

Phase	Category	Description	Subcontractor	Quote
032000	71140	Concrete Reinforcing	REBAR ENGINEERING	2,987.00
220010	71140	Plumbing	CITY COMMERCIAL PLUMBING, INC.	4,309.00
			<b>Subtotal</b>	<b>7,296.00</b>
007480	71160	Subguard	1.15%	83.91
007420	71160	General Insurance	1.15%	84.87
007410	71160	Builders Risk	0.6%	44.28
991000	79999	Fee	15%	1,126.36
007480	71160	P&P Bond	1%	72.96
			<b>Markup Subtotal</b>	<b>1,412.38</b>
			<b>PCI Total</b>	<b>8,708.38</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **8,708.38.**

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** 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 has proceeded 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.

10/10/2016

Quotation accepted by:  
Oxnard School District

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

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

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire & Life Safety or Accessibility.

This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Lemonwood K-8 Reconstruction	DSA App. #: 03 - 116026

APPLICANT		
CCD #: 10	Date Submitted: 8/1/2016	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( 11 pages)
Firm Name: SVA Architects	Contact Name: Tom Bardwell	
Email: tbardwell@sva-architects.com	Phone Number: 949-809-3380	
Address: 3 Mac Arthur Place, Suite 850		
City: Santa Ana	State: Ca	Zip: 92707
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robert Simons	
Professional License #: C-18301	Discipline: Architecture

**Design Professional in General Responsible Charge Statement:** The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

**Signature:** Robert M. Simons  
 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

**CHECK THIS BOX:**  To confirm that all CCD drawings and calculations have been stamped and signed by the Responsible Design Professional.

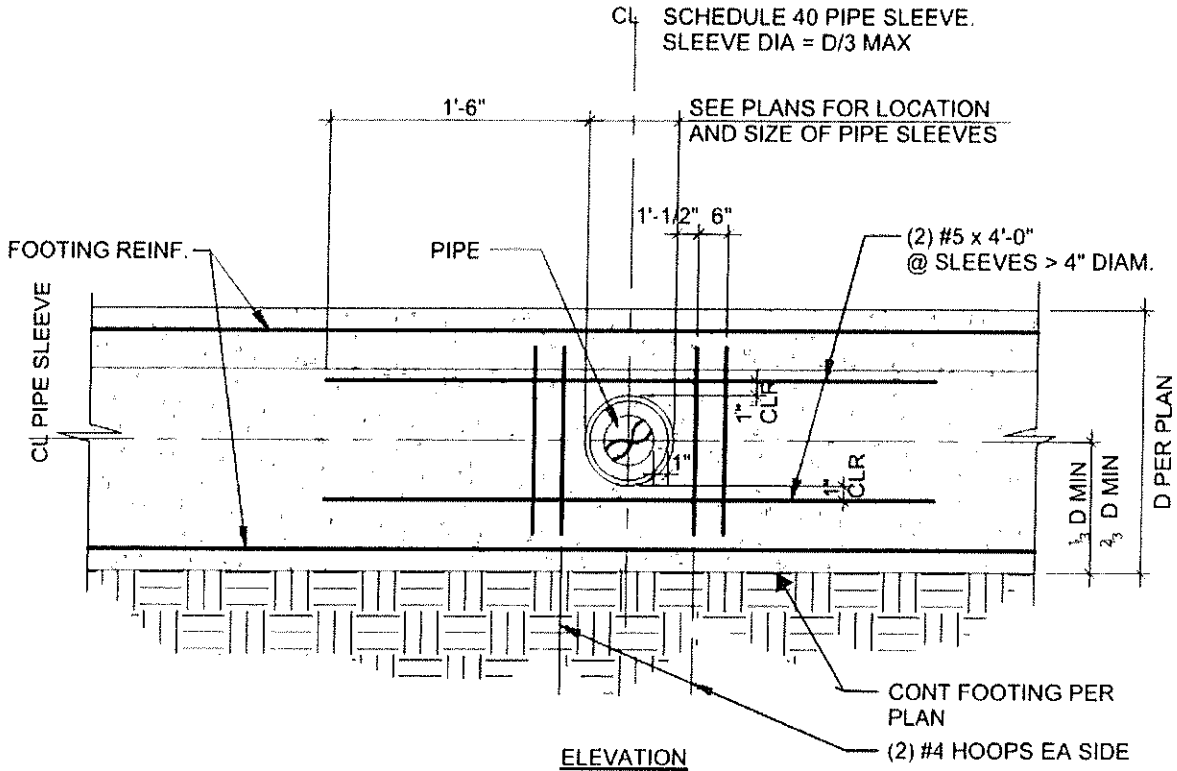
Brief description of construction change (attach additional sheets if needed):  
 Please see attached sketch SK-01 thru SK-04 for additional typical footing details per field conditions. New details provided for small 4" to 6" diameter sleeves through continuous footings only.  
 Plan provided showing location of sleeves.

List of DSA approved drawings affected by this CCD: S-111A, S-111B

DSA USE ONLY (for paper submittal only)	For business office use only	DSA Approval Stamp
SSS _____ Date _____ Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Req'd <input type="checkbox"/>	Date Sent _____	<b>APPROVED</b> DIVISION OF THE STATE ARCHITECT LOS ANGELES BASIN REGIONAL OFFICE FILE: 56-22 AC _____ FLS _____ SS _____ ET _____ A# 03-116026 DATE 8/4/2016
FLS _____ Date _____ Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Req'd <input type="checkbox"/>	Return By _____	
ACS _____ Date _____ Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Req'd <input type="checkbox"/>	Delivery Method _____	
Remarks _____		

**NOTES:**

1. PENETRATIONS THROUGH BEAMS ARE PERMITTED ONLY WITH THE REVIEW OF THE STRUCTURAL ENGINEER.



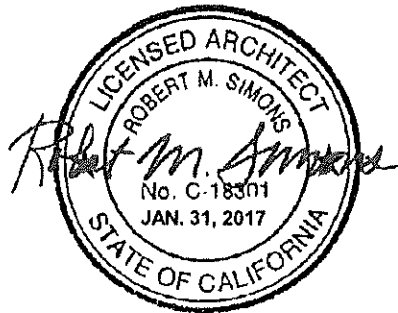
**PIPE SLEEVE THROUGH FOUNDATION**

**3**

APPROVED  
DIVISION OF THE STATE ARCHITECT  
LOS ANGELES BASIN REGIONAL OFFICE  
FILE: 56-22

AC \_\_\_\_\_ FLS \_\_\_\_\_ SS \_\_\_\_\_ ET \_\_\_\_\_

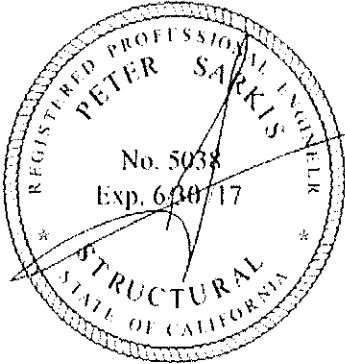
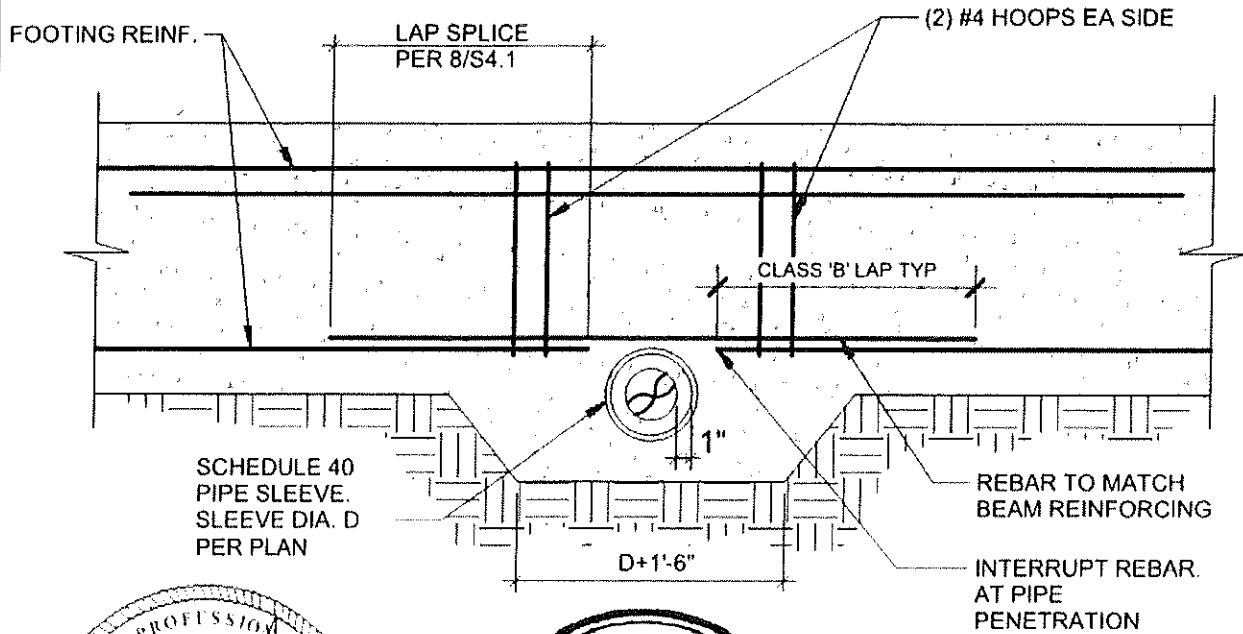
A# 03-116026 DATE 8/4/2016



DESCRIPTION: SK-03 NEW TYPICAL FOOTING DETAIL	DRAWING REFERENCE: 3/S-900	CCD # 10
PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD-010	DATE 08/01/2016
PROJECT NUMBER: DSA A03-116026		SCALE N.T.S.
		DRAWN BY PS

**NOTES:**

1. SEE 3/S-900 FOR INFO NOT SHOWN.



**SLEEVE AT BOTTOM OF FOUNDATION**

**4**

APPROVED  
 DIVISION OF THE STATE ARCHITECT  
 LOS ANGELES BASIN REGIONAL OFFICE  
 FILE: 56-22

AC \_\_\_\_\_ FLS \_\_\_\_\_ SS \_\_\_\_\_ ET \_\_\_\_\_

A# 03-116026 DATE 8/4/2016

	DESCRIPTION: <b>SK-04</b> NEW TYPICAL FOOTING DETAIL	DRAWING REFERENCE: 4/S-900	CCD # 10
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD-010	DATE 08/01/2016 SCALE N.T.S.
	PROJECT NUMBER: DSA A03-116026		DRAWN BY PS



**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.#10

**DESCRIPTION:** CCD#10 - ADDED SLEEVING AT GRADE BEAMS, ROOMS 1-127/1-128 & 1-129.

**TOTAL COST: \$4,309.00**

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

*No charge for underloading sleeves.*

**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. 10**

**RE: CCD#10 ADD SLEEVES AT GRADE BEAMS**

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	7.00	722.68
PLUMBER	87.39	31.40	2,744.05
<b>TOTAL LABOR:</b>			<b>3,466.73</b>
<b>OTHER EXPENSE:</b>			
<b>TOTAL OTHER EXP.:</b>			<b>0.00</b>
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			273.61
LABOR TOTAL:			3,466.73
SUBTOTAL:			3,740.34
OVERHEAD/PROFIT:	15.00%		561.05
SUBTOTAL:			4,301.39
TEXTURA FEES:	0.18%		7.74
SUBTOTAL:			4,309.13
			0.00
			4,309.13
<b>ROUND UP/DOWN:</b>			<b>\$4,309.00</b>

NOTES:



**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562  
 CHANGE ORDER NO. 10

RE: CCD#10 ADD SLEEVES AT GRADE BEAMS

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		31.40		251.02
		GEN FOREMAN - LAYOUT/COORDINATE		4.00		
		GEN FOREMAN - CADD/REDRAW		3.00		

LABOR & MATERIAL TOTAL	38.40	251.02
SALES TAX:	9.00%	22.59
<b><u>TOTAL MATERIAL COST:</u></b>		<b>273.61</b>

JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 08-05-16

CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 8/18/2016 12:07:41 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 014: COR#10 - CCD#10 ADDED SLEEVING</b>								
<b>Category : Category 009: SCH 40 PVC</b>								
65	SCH 40 PVC		6"x2'-0" PVC SCH40 SLEEVE	2	16.82	33.64	2.00	4.00
66	SCH 40 PVC		6"x1'-6" PVC SCH40 SLEEVE	4	15.70	62.80	2.00	8.00
67	SCH 40 PVC		5"x2'-0" PVC SCH40 SLEEVE	1	13.00	13.00	2.00	2.00
68	SCH 40 PVC		5"x1'-6" PVC SCH40 SLEEVE	1	12.80	12.80	2.00	2.00
69	SCH 40 PVC		4"x2'-0" PVC SCH40 SLEEVE	3	9.52	28.56	2.00	6.00
70	SCH 40 PVC		4"x1'-6" PVC SCH40 SLEEVE	4	9.26	37.04	2.00	8.00
Subtotals for Category : Category 009: SCH 40 PVC						187.84		30.00
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
61	HANGER-R.CLAMP-E...		ROLL OF DUCT TAPE	5	9.18	45.90	0.20	1.00
71	HANGER-R.CLAMP-E...		ROLL OF TIE WIRE	2	8.64	17.28	0.20	0.40
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						63.18		1.40
Subtotals for Section : Section 014: COR#10 - CCD#10 ADDED SLEEVING						251.02		31.40
Grand Totals						251.02		31.40

## Rebar Engineering, Inc. Change Order Request

Project: <b>LEMONWOOD K-8, SCHOOL</b>	Date: 9/30/16
Customer: Swinerton Builders	Job # <b>6387</b>
To: Bill Gray	Est# 27259
Reference: <b>CCD #010 - New Detail @ Sleeves thru footings</b>	Extra # <b>102</b>
Attachment: Est Take-Off	
Estimated by: Mike L.	
Pricing by: nadia	

Description	Qty	Cost	Unit	\$	
Includes Materials, Fabrication, Accessories, Taxes, Scrap, Drops, Escalation & Storage					
Rebar	1,236	76.59	Cwt	946.65	
Mesh			Sq. Ft.		
Couplers			Ea		
Other					
Subtotal					946.65

**Detailing\*** May include any additional costs that were required to meet the project schedule

	2	82.00	Hr	164.00	
Subtotal					164.00

**Delivery\*** May include any additional costs that were required to meet the project schedule

		89.00	Hr		
		375.00	Trip		
Subtotal					0.00

**Field Labor** Foreman

		5	74.21	Hr	371.05
	1.5 OT		23.14	Hr	
	2.0 OT		46.28	Hr	
Journeyman	Reg	10	70.22	Hr	702.20
	1.5 OT		21.24	Hr	
	2.0 OT		42.47	Hr	
Apprentice	Reg	6	64.90	Hr	389.40
	1.5 OT		20.28	Hr	
	2.0 OT		40.57	Hr	
Welder	Reg		155.00	Hr	
	1.5 OT		23.14	Hr	
	2.0 OT		46.28	Hr	
Subtotal					1,462.65

**Hoisting & Unloading**

		175.00	Hr		
Subtotal					0.00

Sub Total	2,573.30
Ovhd & Profit 15.00%	386.00
Bond 0.92%	27.23
<b>Total</b>	<b>\$ 2,987</b>

Labor Rate Good Thru 12 / 31 / 2016

**Notes:**

Labor Rate Cost Exclude Cost Of Jobsite GL & Work Comp. Insurance

All terms, conditions and exclusions per Rebar Engineering's proposal shall apply.

until a subcontract agreement has been fully executed.

9/1/2016

# Takeoff Listing

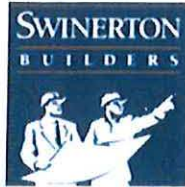
Lengths in Imperial

Weights in Imperial (lb)

Estimate: 027259 Lemonwood K-8, Oxnard  
 Bid: 102 CCD #010 - New Details @ Sleeves thru Footings  
 Bid Status: Ready to Price

BPage:1

Im	Sac	Str	Mul	Pcs	Qty	Part	Lgt	Typ	Bt	Remarks	Weight
1001										**Beginning of Bid**	
1002											
1003										CCD ADDRESSES NEW FOOTING DETAILS	
1004										PER FIELD CONDITIONS WHERE PIPE	
1005										SLEEVES PASS THRU CONTINUOUS FOOT-	
1006										INGS.	
1007										=====	
1008											
1009											
1010										COPY OF REI RELEASE 00008, 00009	
1011										ATTACHED.	
1012										-----	
1013											
1014										REI RELEASE 00008 [AREA 1]	
1015										.....	
1016	103		1	3	3	9	14-4	Hea		LINE 2	146
1017	103		1	3	3	9	16-1	Hea			164
1018	103		2	3	6	9	30-2	Hea		LINE E	615
1019											
1020											
1021										REI RELEASE 00009 [AREA 2]	
1022										.....	
1023	103		1	3	3	9	14-4	Hea			146
1024	103		1	3	3	9	16-1	Hea			164
										** Total Weight **	1236



November 16, 2016

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. 0060-1

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add Cast iron above slab piping and PVC below grade piping to Janitor's Sink in Classroom Building room 1-224

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add Cast iron above slab piping and PVC below grade piping to Janitor's Sink in Classroom Building room 1-224	CITY COMMERCIAL PLUMBING, INC.	4,217.00
			<b>Subtotal</b>	<b>4,217.00</b>
007480	71160	Subguard	1.15%	48.50
007410	71160	Builders Risk	0.6%	25.59
007420	71160	General Insurance	1.15%	49.05
007510	71160	P&P Bond	1%	42.17
991000	79999	Change Order Fee	15%	651.02
			<b>Markup Subtotal</b>	<b>816.33</b>
			<b>PCI Total</b>	<b>5,033.33</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 5,033.33.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X  We **HAVE** 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 has proceeded 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: \_\_\_\_\_

11/16/2016

Quotation accepted by:  
Oxnard School District

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

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



November 15, 2016

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. 0060-1

VOID

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add Cast iron above slab piping and PVC below grade piping to Janitor's Sink in Classroom Building room 1-224

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add Cast iron above slab piping and PVC below grade piping to Janitor's Sink in Classroom Building room 1-224	CITY COMMERCIAL PLUMBING, INC.	3,770.00
			<b>Subtotal</b>	<b>3,770.00</b>
007480	71160	Subguard	1.15%	43.36
007410	71160	Builders Risk	0.6%	22.88
007420	71160	General Insurance	1.15%	43.85
007510	71160	P&P Bond	1%	37.70
991000	79999	Change Order Fee	15%	582.01
			<b>Markup Subtotal</b>	<b>729.80</b>
			<b>PCI Total</b>	<b>4,499.80</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,499.80.

SUPERCEDED

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.





X  We **HAVE** 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 has proceeded 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: \_\_\_\_\_

*11/15/2016*

Quotation accepted by:  
Oxnard School District

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

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



October 12, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Mr. Greg Grant/CFW, INC.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0060 Add waste piping for Janitor's sink per RFI 060

Dear Mr. Grant,

We request a Change Order to our contract for the following:

Add Cast iron above slab piping and PVC below grade piping to Janitor's Sink in Classroom Building room 1-224

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add waste piping for janitor's sink in Classroom room 1-224 per RFI 060	CITY COMMERCIAL PLUMBING, INC.	4,682.00
			<b>Subtotal</b>	<b>4,682.00</b>
007480	71160	Subguard	1.15%	53.84
007410	71160	Builders Risk	0.6%	28.42
007420	71160	General Insurance	1.15%	54.46
007480	71160	P&P Bond	1%	46.82
991000	79999	Fee	15%	722.81
			<b>Markup Subtotal</b>	<b>906.35</b>
			<b>PCI Total</b>	<b>5,588.35</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 5,588.35.

*SUPERCEDED*

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** 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 has proceeded 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: \_\_\_\_\_

10/12/2016

Quotation accepted by:  
Oxnard School District

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

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



**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

REVISED: October 11, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R. #5-REV

**DESCRIPTION:** RFI#60 - ADDED WASTE PIPING FOR BLDG 1, 2<sup>ND</sup> FLOOR SS-1 JANITOR'S SINK THAT WAS NOT SHOWN ON THE DRAWING. PIPING INCLUDES 3" UNDERGROUND BRANCH LINE, ROOM 1-224.

**TOTAL COST: \$4,682.00**

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

10/11/2016

**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. 5-R**

**RE:** RFI#60 - ADDED WASTE PIPING FOR BLDG 1, 2ND FLR SS-1 JANITOR'S SINK

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	20.87	1,823.83
<b>TOTAL LABOR:</b>			<b>2,236.79</b>
<b>OTHER EXPENSE:</b>			
BACKHOE	135.00	1.00	135.00
BACKHOE W. WHL	157.00	2.00	314.00
<b>TOTAL OTHER EXP.:</b>			<b>449.00</b>
OTHER EXPENSE:			449.00
MATERIAL TOTAL:			1,377.83
LABOR TOTAL:			2,236.79
SUBTOTAL:			4,063.61
OVERHEAD/PROFIT:	15.00%		609.54
SUBTOTAL:			4,673.16
TEXTURA FEES:	0.18%		8.41
SUBTOTAL:			4,681.57
			0.00
			4,681.57
<b>ROUND UP/DOWN:</b>			<b>\$4,682.00</b>

NOTES:

CHANGE ORDER REQUEST

10/11/2016

**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562  
 CHANGE ORDER NO. 5-R

RE: RFI#60 - ADDED WASTE PIPING FOR BLDG 1, 2ND FLR SS-1 JANITOR'S SINK

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		17.87		1264.06
		BACKHOE W. OPERATOR (1 HR - SEE OTHER EXPENSE)				
		BACKHOE COMPACT W. OPERATOR (2HRS - SEE OTHER EXPENSE)				
		PLUMBER WORK WITH BACKHOE		3.00		
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		2.00		
LABOR & MATERIAL TOTAL				24.87		1264.06
SALES TAX:					9.00%	113.77
<u>TOTAL MATERIAL COST:</u>						<u>1377.83</u>

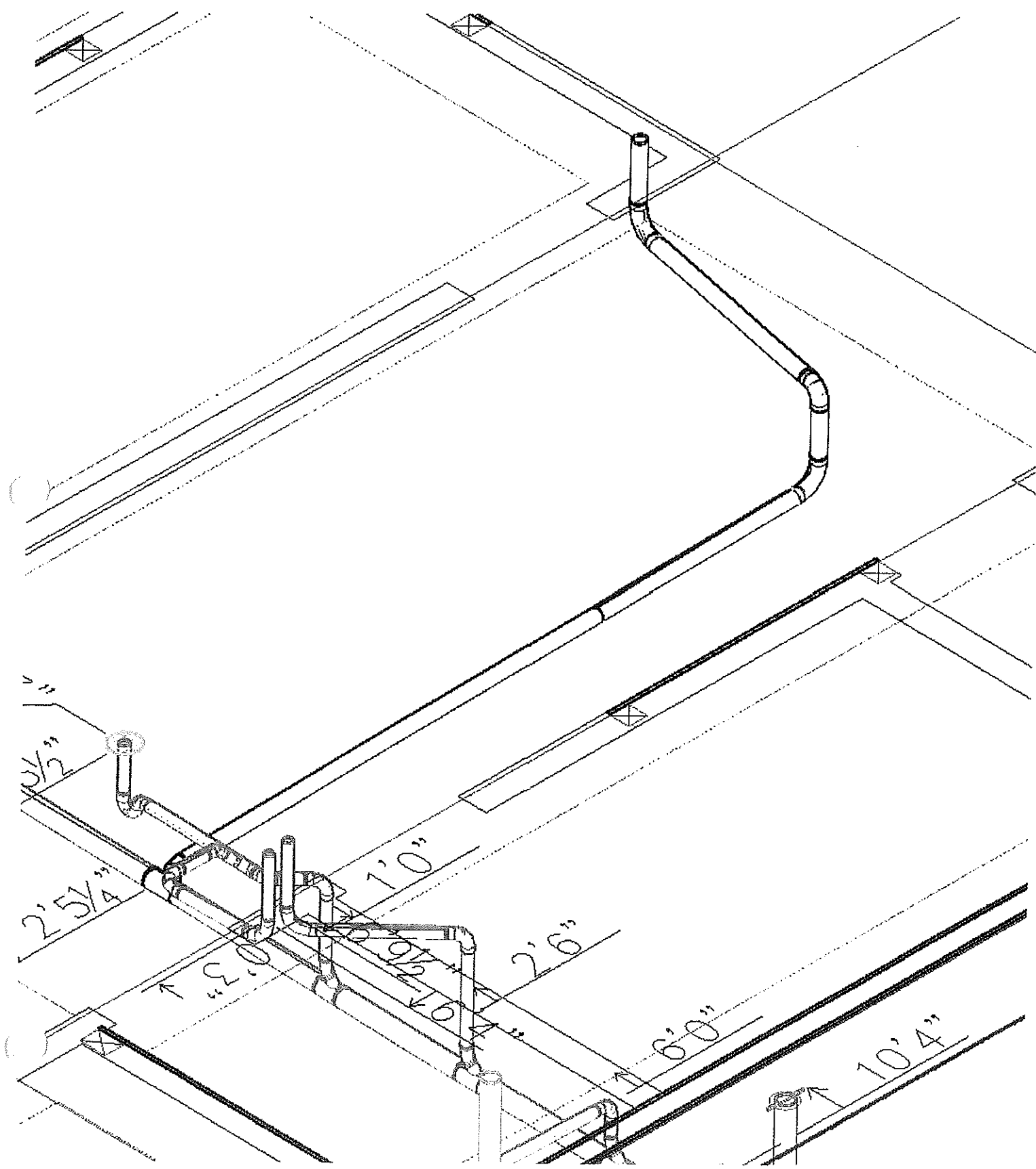
JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K...  
 DATA SET 2 MECH DATABASE 09-30-16

COR#5-R  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 10/11/2016 4:05:00 PM  
 MATERIAL Primary  
 LABOR Alternate

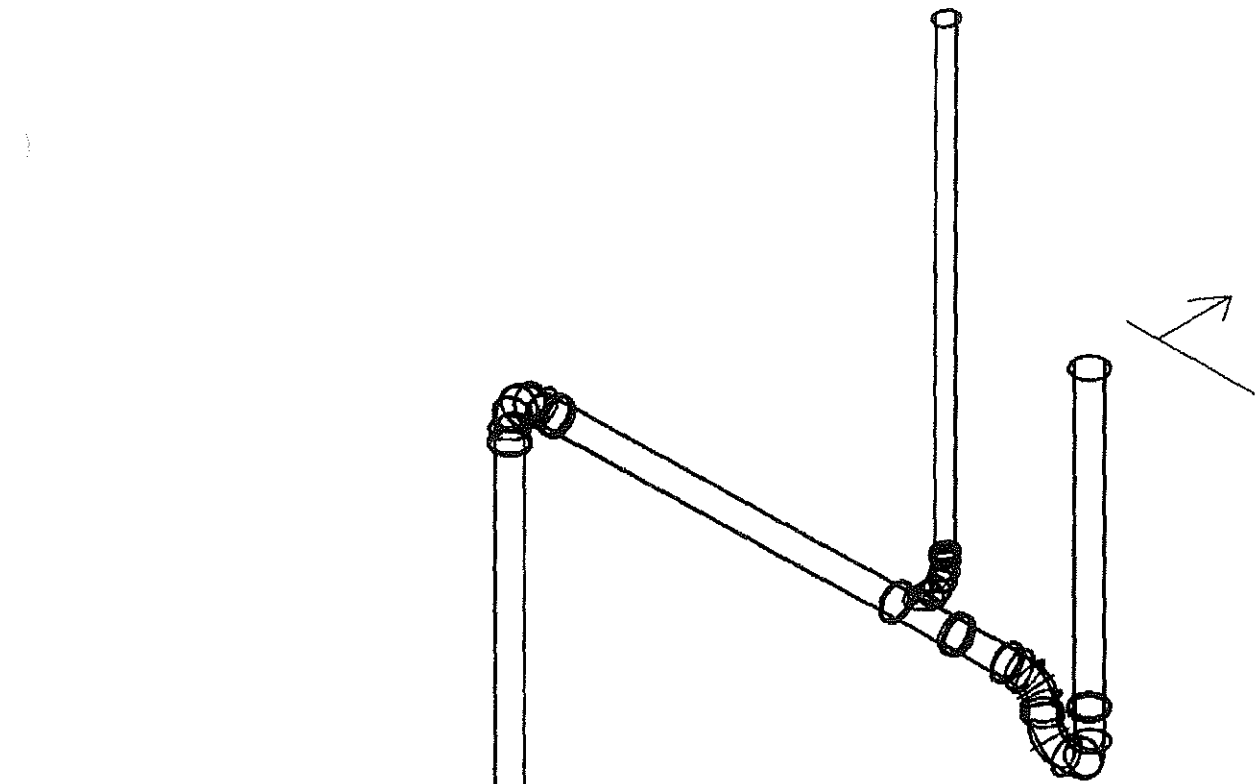
NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 010: COR#5 - RFI#60 ADD WST PIPING BLDG 1</b>								
<b>Category : Category 002: PVC SCH 40--DWV</b>								
2060004	PVC SCH 40--DWV	3"	1/4 BEND - HxH	1	14.23	14.23	0.57	0.57
2290001	PVC SCH 40--DWV	Unsize	CEMENT--PVC--QTS.	1	30.65	30.65	Skip	0.00
2300001	PVC SCH 40--DWV	Unsize	PRIMER--PVC--QTS.	1	35.65	35.65	Skip	0.00
2360003	PVC SCH 40--DWV	3"	L.S. 1/4 BEND - HxH	2	21.72	43.44	0.39	0.78
2400005	PVC SCH 40--DWV	4" x3"	RED COMBO - HxHxH	1	30.24	30.24	1.06	1.06
Subtotals for Category : Category 002: PVC SCH 40--DWV						154.21		2.41
<b>Category : Category 009: SCH 40 PVC</b>								
9010008	SCH 40 PVC	3"	SCH40 PVC PIPE	20	5.82	116.40	0.08	1.60
Subtotals for Category : Category 009: SCH 40 PVC						116.40		1.60
<b>Category : Category 041: C.I. SOIL NO HUB</b>								
41010002	C.I. SOIL NO HUB	2"	PIPE--C.I. NO HUB	5	11.17	55.85	0.12	0.60
41010003	C.I. SOIL NO HUB	3"	PIPE--C.I. NO HUB	20	15.41	308.20	0.16	3.20
41020003	C.I. SOIL NO HUB	3"	P-TRAP	1	52.50	52.50	0.65	0.65
41060003	C.I. SOIL NO HUB	3"	1/4 BEND	1	23.00	23.00	0.58	0.58
41240002	C.I. SOIL NO HUB	2"	BLIND PLUG	1	8.20	8.20	0.21	0.21
41240003	C.I. SOIL NO HUB	3"	BLIND PLUG	2	11.90	23.80	0.29	0.58
41340001	C.I. SOIL NO HUB	Unsize	SAND	2	21.45	42.90	Skip	0.00
41400002	C.I. SOIL NO HUB	3" x2"	REDUCED COMBINATION	1	29.90	29.90	0.75	0.75
41460002	C.I. SOIL NO HUB	3"	TEST TEE--LESS PLUG	1	33.70	33.70	0.59	0.59
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	1	18.30	18.30	0.10	0.10
41600003	C.I. SOIL NO HUB	3"	HUSKY COUPLING	10	21.10	211.00	0.10	1.00
Subtotals for Category : Category 041: C.I. SOIL NO HUB						807.35		8.28
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
59	HANGER-R.CLAMP-E...		HOLDRITE SLIDE BAR	2	2.56	5.12	0.25	0.50
60	HANGER-R.CLAMP-E...		3" TWO HOLE GALV PIPE STRAP	2	3.76	7.52	0.15	0.30
61	HANGER-R.CLAMP-E...		ROLL OF DUCT TAPE	1	9.18	9.18	0.20	0.20
49010008	HANGER-R.CLAMP-E...	3"	CLEVIS HGR.-BLK.	4	2.36	9.44	0.60	2.40
49180001	HANGER-R.CLAMP-E...	3/8"	ANGLE CLIP	4	2.48	9.92	0.40	1.60
49380002	HANGER-R.CLAMP-E...	3/8"	ALL THREAD ROD	5	1.08	5.40	Skip	0.00
49400002	HANGER-R.CLAMP-E...	3/8"	HEX NUTS	16	0.79	12.64	Skip	0.00
49410002	HANGER-R.CLAMP-E...	3/8"	WASHER--FLAT--ROUND	16	0.26	4.16	Skip	0.00
49490001	HANGER-R.CLAMP-E...	Unsize	SCREWS	4	0.43	1.72	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						65.10		5.00
<b>Category : Category 057: PLUMBING EQUIPMENT</b>								
57040004	PLUMBING EQUIPME...	5"	CLEANOUT PLUGS/COVRS	1	121.00	121.00	0.60	0.60
Subtotals for Category : Category 057: PLUMBING EQUIPMENT						121.00		0.60
Subtotals for Section : Section 010: COR#5 - RFI#60 ADD WST PIPING BLDG 1						1,264.06		17.87
<b>Grand Totals</b>						<b>1,264.06</b>		<b>17.87</b>

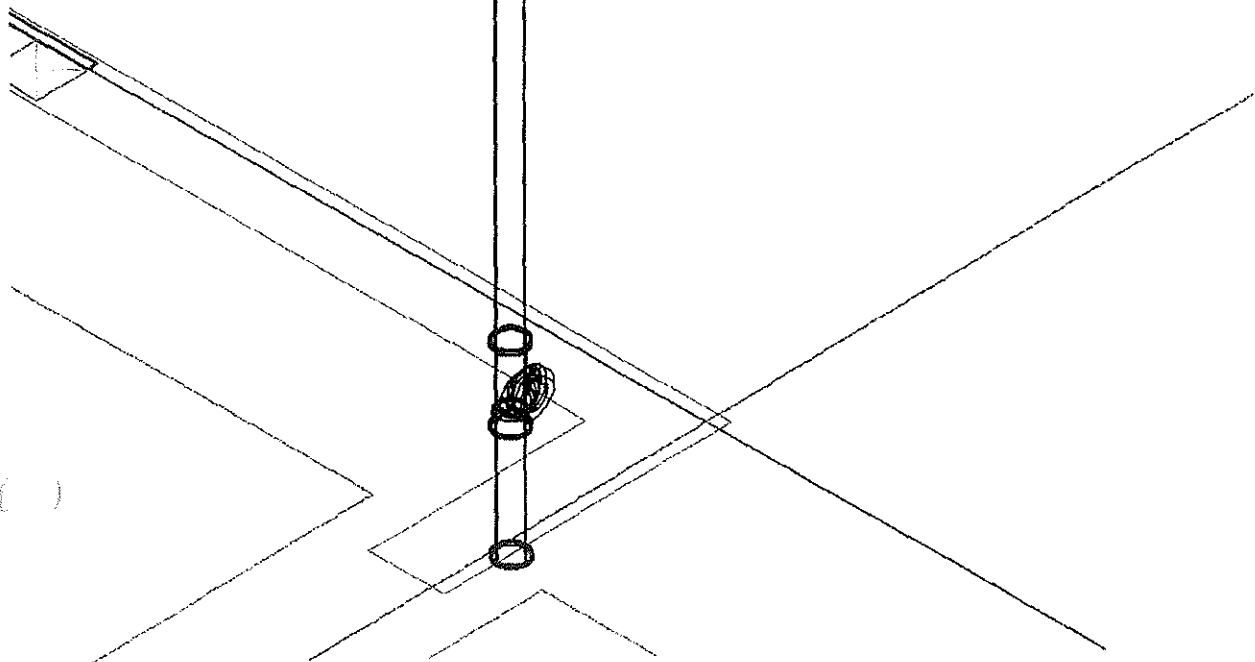




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November 15, 2016

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. 0061-1

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add floor drain and related accessories and piping; above and below grade

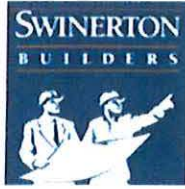
Phase	Category	Description	Subcontractor	Quote
220010	71140	Add floor drain and related accessories and piping; above and below grade	CITY COMMERCIAL PLUMBING, INC.	3,436.00
			<b>Subtotal</b>	<b>3,436.00</b>
007480	71160	Subguard	1.15%	39.51
007410	71160	Builders Risk	0.6%	20.85
007420	71160	General Insurance	1.15%	39.97
007510	71160	P&P Bond	1%	34.36
991000	79999	Change Order Fee	15%	530.45
			<b>Markup Subtotal</b>	<b>665.14</b>
			<b>PCI Total</b>	<b>4,101.14</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,101.14.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



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Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded 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: \_\_\_\_\_

11/15/2010

Quotation accepted by:  
Oxnard School District

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

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



October 12, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Mr. Greg Grant/CFW, INC.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0061 Add floor drain in Classroom Building room 1-133 RFI 059

Dear Mr. Grant,

We request a Change Order to our contract for the following:

Add floor drain and related accessories and piping; above and below grade

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add floor drain in Classroom Building room 1-133 per RFI 059	CITY COMMERCIAL PLUMBING, INC.	3,684.00
			<b>Subtotal</b>	<b>3,684.00</b>
007480	71160	Subguard	1.15%	42.37
007410	71160	Builders Risk	0.6%	22.36
007420	71160	General Insurance	1.15%	42.85
007480	71160	P&P Bond	1%	36.84
991000	79999	Fee	15%	568.74
			<b>Markup Subtotal</b>	<b>713.16</b>
			<b>PCI Total</b>	<b>4,397.16</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,397.16.

**SUPERCEDED**

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** 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 has proceeded 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.

10/12/2016

Quotation accepted by:  
Oxnard School District

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

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



**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

REVISED: October 11, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#6-REV

**DESCRIPTION:** RFI#59 - ADDED 2" FD-1 FLOOR DRAIN, TRAP PRIMER AND RELATED PIPING IN ROOM 1-133.

**TOTAL COST: \$3,684.00**

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

10/11/2016

**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. 6-R**

**RE:** RFI#59 - ADDED FD-1, TP AND PIPING IN RM# 1-133

LABOR:	WAGES	HOURS	TOTAL
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GEN FOREMAN	103.24	6.00	619.44
PLUMBER	87.39	16.25	1,420.09

<b>TOTAL LABOR:</b>			<b>2,039.53</b>
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**OTHER EXPENSE:**

<b>TOTAL OTHER EXP.:</b>			<b>0.00</b>
--------------------------	--	--	-------------

OTHER EXPENSE:			0.00
MATERIAL TOTAL:			1,158.16
LABOR TOTAL:			2,039.53
SUBTOTAL:			3,197.69
OVERHEAD/PROFIT:	15.00%		479.65
SUBTOTAL:			3,677.34
TEXTURA FEES:	0.18%		6.62
SUBTOTAL:			3,683.96

0.00

3,683.96

**ROUND UP/DOWN:**

**\$3,684.00**

NOTES:

CHANGE ORDER REQUEST

10/11/2016

**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 6-R

RE: RFI#59 - ADDED FD-1, TP AND PIPING IN RM# 1-133

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		16.25		1062.53
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		4.00		
LABOR & MATERIAL TOTAL				22.25		1062.53
SALES TAX:					9.00%	95.63
<u>TOTAL MATERIAL COST:</u>						<u>1158.16</u>



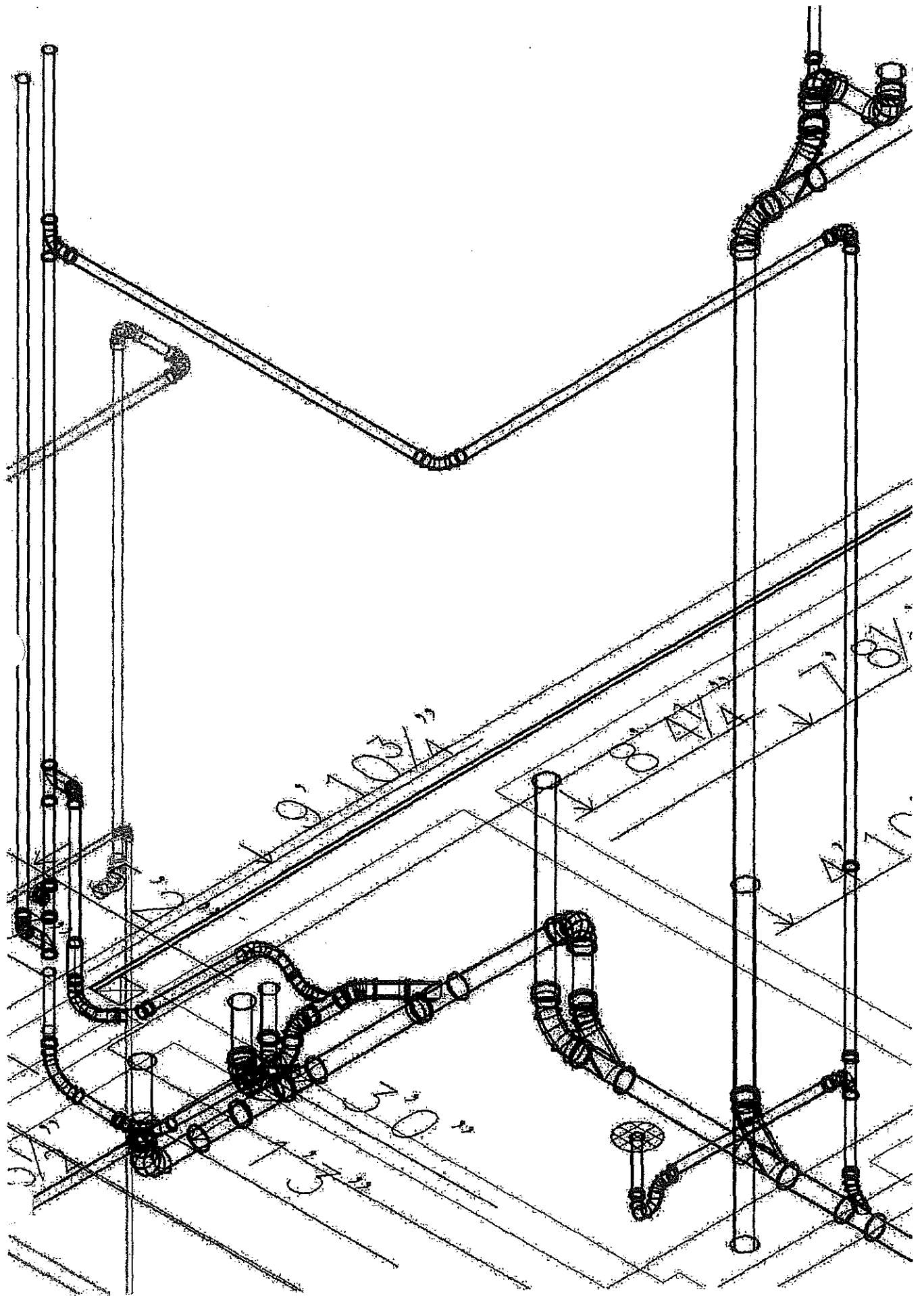
JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 09-30-16

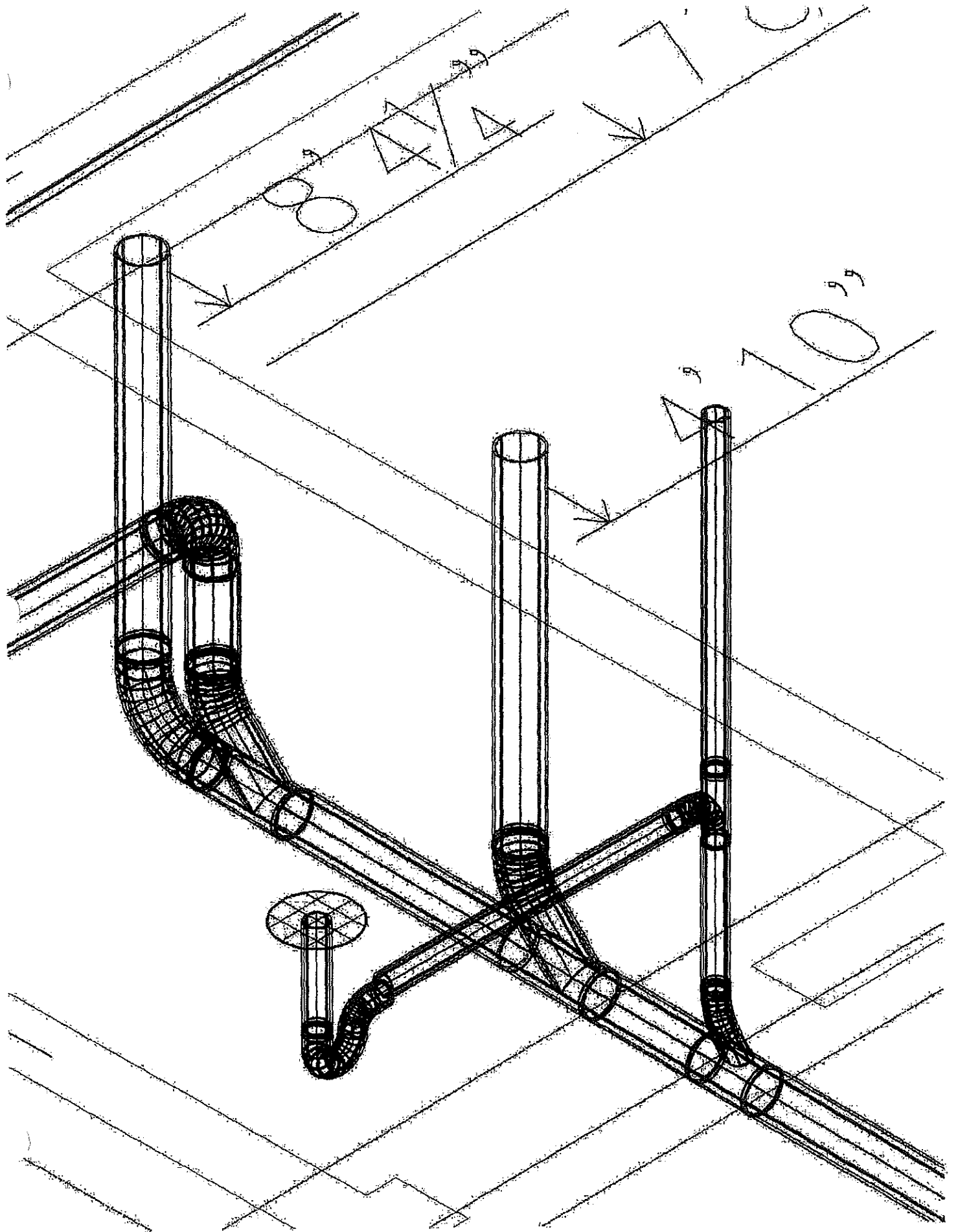
COR#6-r  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 10/11/2016 4:06:28 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item #	Category	Item			Material		Field Labor	
		Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 011: COR#6 - RFI#59 ADD 2" FD-1, TP, PIPING</b>								
<b>Category : Category 002: PVC SCH 40-DWV</b>								
2020002	PVC SCH 40-DWV	2"	P-TRAP-HxH	1	13.87	13.87	0.38	0.38
2120003	PVC SCH 40-DWV	2"	SAN TEE - HxHxH	1	7.89	7.89	0.37	0.37
2400004	PVC SCH 40-DWV	4" x2"	RED COMBO - HxHxH	1	26.04	26.04	0.99	0.99
Subtotals for Category : Category 002: PVC SCH 40-DWV						47.80		1.74
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
64	COPPER KLM LEAD ...		5/8"ODx1/2"MIP BRS LF COMP 90	1	9.17	9.17	0.40	0.40
3080003	COPPER KLM LEAD ...	1/2"	ADAPTER CxF	1	6.22	6.22	0.30	0.30
3140002	COPPER KLM LEAD ...	1/2"	CAPS	1	1.26	1.26	0.07	0.07
3250003	COPPER KLM LEAD ...	1/2"	COUPLING	1	1.41	1.41	Skip	0.00
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
3310003	COPPER KLM LEAD ...	1/2"	L-SOFT TUBE	10	3.04	30.40	0.03	0.30
3330001	COPPER KLM LEAD ...	Unsize	TRAP PRIMER	1	54.90	54.90	0.50	0.50
3380002	COPPER KLM LEAD ...	1/2"	ADAPTER CxM	1	3.92	3.92	0.30	0.30
3400003	COPPER KLM LEAD ...	1/2"	8 MIL P.E. WRAP	10	0.25	2.50	0.05	0.50
3410001	COPPER KLM LEAD ...	Unsize	SAND	2	21.45	42.90	Skip	0.00
3420012	COPPER KLM LEAD ...	2" x1/2"	REDUCED TEE - BRANCH	1	34.77	34.77	0.55	0.55
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						289.25		2.92
<b>Category : Category 041: C.I. SOIL NO HUB</b>								
41010002	C.I. SOIL NO HUB	2"	PIPE-C.I. NO HUB	30	11.17	335.10	0.12	3.60
41060002	C.I. SOIL NO HUB	2"	1/4 BEND	2	16.50	33.00	0.39	0.78
41120002	C.I. SOIL NO HUB	2"	SANITARY TEE	1	22.70	22.70	0.56	0.56
41170001	C.I. SOIL NO HUB	2"	FLOOR DRAIN 2005A-P	1	102.60	102.60	1.25	1.25
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	10	18.30	183.00	0.10	1.00
Subtotals for Category : Category 041: C.I. SOIL NO HUB						676.40		7.19
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
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.	4	2.10	8.40	0.50	2.00
49180001	HANGER-R.CLAMP-E...	3/8"	ANGLE CLIP	4	2.48	9.92	0.40	1.60
49380002	HANGER-R.CLAMP-E...	3/8"	ALL THREAD ROD	5	1.08	5.40	Skip	0.00
49400002	HANGER-R.CLAMP-E...	3/8"	HEX NUTS	16	0.79	12.64	Skip	0.00
49410002	HANGER-R.CLAMP-E...	3/8"	WASHER-FLAT-ROUND	16	0.26	4.16	Skip	0.00
49490001	HANGER-R.CLAMP-E...	Unsize	SCREWS	4	0.43	1.72	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						49.08		4.40
Subtotals for Section : Section 011: COR#6 - RFI#59 ADD 2" FD-1, TP, PIPING						1,062.53		16.25
Grand Totals						1,062.53		16.25







October 12, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Mr. Greg Grant/CFW, INC.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0062 Re-design and re-route waste, vent, and water supply piping in Classroom Building rooms 116, 117, 216 and 217 per RFI 062 and 064.

Dear Mr. Grant,

We request a Change Order to our contract for the following:

Re-design and re-rout waste, vent and water supply piping in Classroom Building rooms 116, 117, 216 and 217 to avoid structural framing elements as directed in RFI 062 and 064.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Revise and add waste, vent and water supply piping in Classroom Building rooms 116, 117, 216 and 217 per RFI 062 and 064	CITY COMMERCIAL PLUMBING, INC.	42,373.00
			<b>Subtotal</b>	<b>42,373.00</b>
007480	71160	Subguard	1.15%	487.29
007410	71160	Builders Risk	0.6%	257.16
007420	71160	General Insurance	1.15%	492.89
007480	71160	P&P Bond	1%	423.73
991000	79999	Fee	15%	6,541.55
			<b>Markup Subtotal</b>	<b>8,202.62</b>
			<b>PCI Total</b>	<b>50,575.62</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **50,575.62.**

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** 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 has proceeded 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.

10/12/2016

Quotation accepted by:  
Oxnard School District

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

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



**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**

October 11, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#8

**DESCRIPTION:** RFI#62 & 64 - REVISION OF ABOVE GROUND WASTE, VENT AND WATER PIPING IN BUILDING 1, RESTROOM'S 116, 117, 216 AND 217, DUE TO STRUCTURAL CHANGES.

**TOTAL COST: \$42,373.00**

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 7 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

10/11/2016

**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. 8**

RE: RFI#62 AG CHANGES DUE TO STRUCTURAL RR'S 1-116, 1-117, 1-216, 1-217

LABOR:	WAGES	HOURS	TOTAL
--------	-------	-------	-------

GEN FOREMAN	103.24	40.00	4,129.60
PLUMBER	87.39	195.23	17,061.15

TOTAL LABOR: 21,190.75

OTHER EXPENSE:

TOTAL OTHER EXP.: 0.00

OTHER EXPENSE:		0.00
MATERIAL TOTAL:		15,589.04
LABOR TOTAL:		21,190.75
SUBTOTAL:		36,779.79
OVERHEAD/PROFIT:	15.00%	5,516.97
SUBTOTAL:		42,296.76
TEXTURA FEES:	0.18%	76.13
SUBTOTAL:		42,372.89

0.00  
42,372.89

**ROUND UP/DOWN:** \$42,373.00

NOTES:

CHANGE ORDER REQUEST

10/11/2016

**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562  
 CHANGE ORDER NO. 8

RE: RFI#62 AG CHANGES DUE TO STRUCTURAL RR'S 1-116, 1-117, 1-216, 1-217

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		282.23		22144.63
		MATERIAL CREDIT		-87.00		-7842.76
		GEN FOREMAN - LAYOUT/COORDINATE		16.00		
		GEN FOREMAN - CADD/REDRAW UG		24.00		
<b>LABOR &amp; MATERIAL TOTAL</b>				<b>235.23</b>		<b>14301.87</b>
<b>SALES TAX:</b>					<b>9.00%</b>	<b>1287.17</b>
<b><u>TOTAL MATERIAL COST:</u></b>						<b>15589.04</b>



JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 09-30-16

COR#8 COST  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 10/11/2016 3:58:00 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item					Material		Field Labor	
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 012: COR#8 - RF#62/64 COST</b>								
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
76	COPPER KLM LEAD ...		2"x3/4" REDUCED 90 ELBOW	6	66.45	398.70	0.72	4.32
3010008	COPPER KLM LEAD ...	2"	L-HARD TUBE	280	15.96	4,468.80	0.06	16.80
3250008	COPPER KLM LEAD ...	2"	COUPLING	14	21.83	305.62	Skip	0.00
3290001	COPPER KLM LEAD ...	Unsize	SOLDER LBS. LEADFREE	6	39.48	236.88	Skip	0.00
3300001	COPPER KLM LEAD ...	Unsize	PRESTOLITE--#2 CYL.	2	37.44	74.88	Skip	0.00
3360011	COPPER KLM LEAD ...	2" x1"	REDUCED 90 ELBOW	22	60.48	1,330.56	0.70	15.40
3420022	COPPER KLM LEAD ...	2-1/2" x2"	REDUCED TEE - BRANCH	28	86.16	2,412.48	0.97	27.16
3590001	COPPER KLM LEAD ...	Unsize	EVERFLUX--2 OZ. CAN	6	9.75	58.50	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						9,301.55		63.68
<b>Category : Category 041: C.I. SOIL NO HUB</b>								
75	C.I. SOIL NO HUB		4"x2" FIGURE 8	22	106.73	2,348.06	1.42	31.24
41010002	C.I. SOIL NO HUB	2"	PIPE-C.I. NO HUB	320	11.17	3,574.40	0.12	38.40
41040001	C.I. SOIL NO HUB	2"	UPRIGHT WYE	8	36.90	295.20	0.75	6.00
41050002	C.I. SOIL NO HUB	2"	1/8 BEND	16	14.20	227.20	0.38	6.08
41060002	C.I. SOIL NO HUB	2"	1/4 BEND	37	16.50	610.50	0.39	14.43
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	152	18.30	2,781.60	0.10	15.20
41600004	C.I. SOIL NO HUB	4"	HUSKY COUPLING	66	24.60	1,623.60	0.10	6.60
Subtotals for Category : Category 041: C.I. SOIL NO HUB						11,460.56		117.95
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
77	HANGER-R.CLAMP-E...		4" J HANGER	28	6.12	171.36	0.70	19.60
49010006	HANGER-R.CLAMP-E...	2"	CLEVIS HGR.--BLK.	60	2.10	126.00	0.50	30.00
49010008	HANGER-R.CLAMP-E...	3"	CLEVIS HGR.--BLK.	10	2.36	23.60	0.60	6.00
49030007	HANGER-R.CLAMP-E...	2-1/2"	CLEVIS HGR.--FELT	16	4.48	71.68	0.60	9.60
49180001	HANGER-R.CLAMP-E...	3/8"	ANGLE CLIP	86	2.48	213.28	0.40	34.40
49380002	HANGER-R.CLAMP-E...	3/8"	ALL THREAD ROD	100	1.08	108.00	Skip	0.00
49400002	HANGER-R.CLAMP-E...	3/8"	HEX NUTS	344	0.79	271.76	Skip	0.00
49410002	HANGER-R.CLAMP-E...	3/8"	WASHER--FLAT--ROUND	344	0.26	89.44	Skip	0.00
49490001	HANGER-R.CLAMP-E...	Unsize	SCREWS	114	0.43	49.02	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						1,124.14		99.60
<b>Category : Category 053: PLUMBING SPECIALTIES</b>								
53160006	PLUMBING SPECIAL...	12" x12"	ACC.DOOR SS	2	129.19	258.38	0.50	1.00
Subtotals for Category : Category 053: PLUMBING SPECIALTIES						258.38		1.00
Subtotals for Section : Section 012: COR#8 - RF#62/64 COST						22,144.63		282.23
Grand Totals						22,144.63		282.23

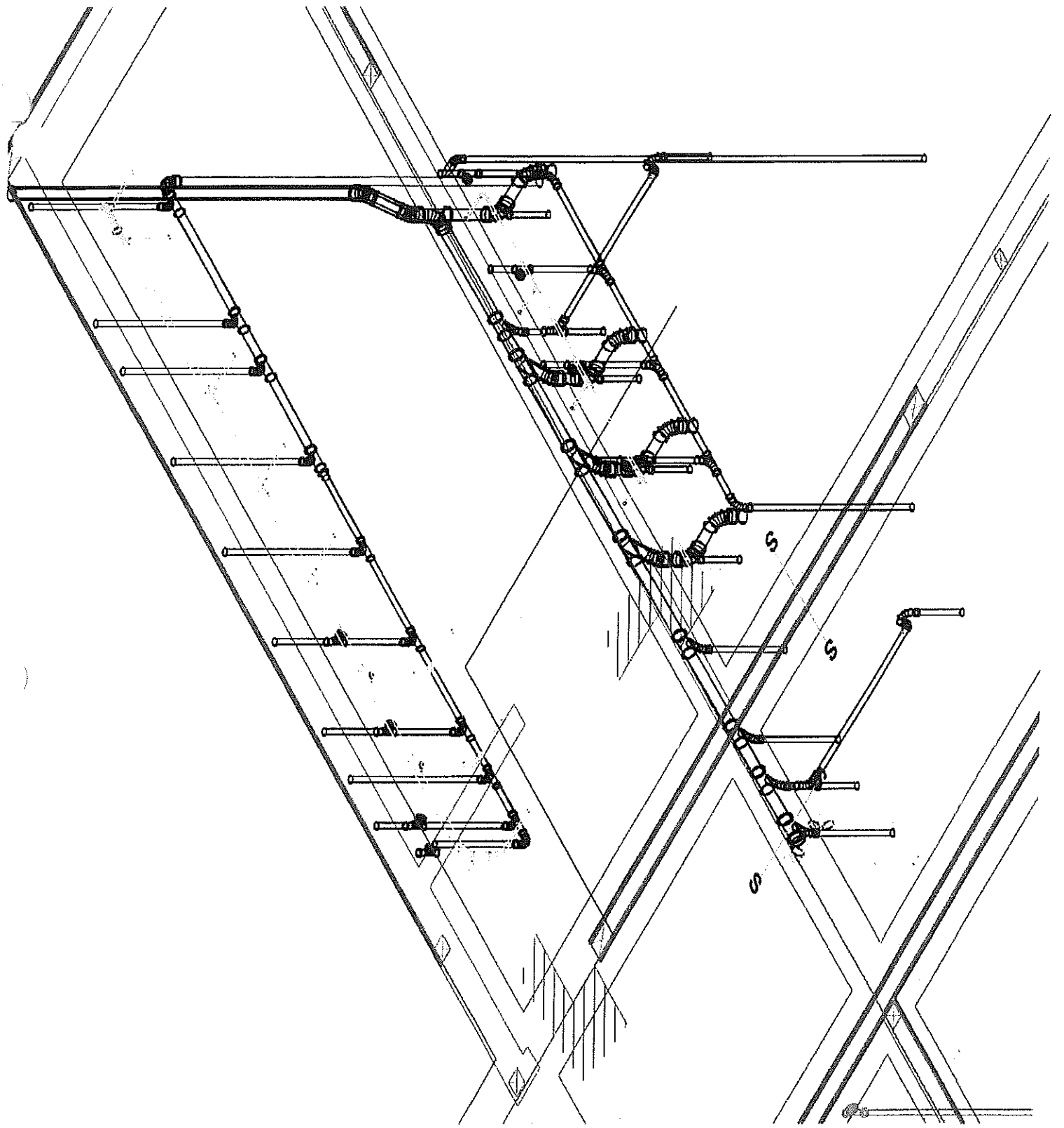
JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K...  
 DATA SET 2 MECH DATABASE 09-30-16

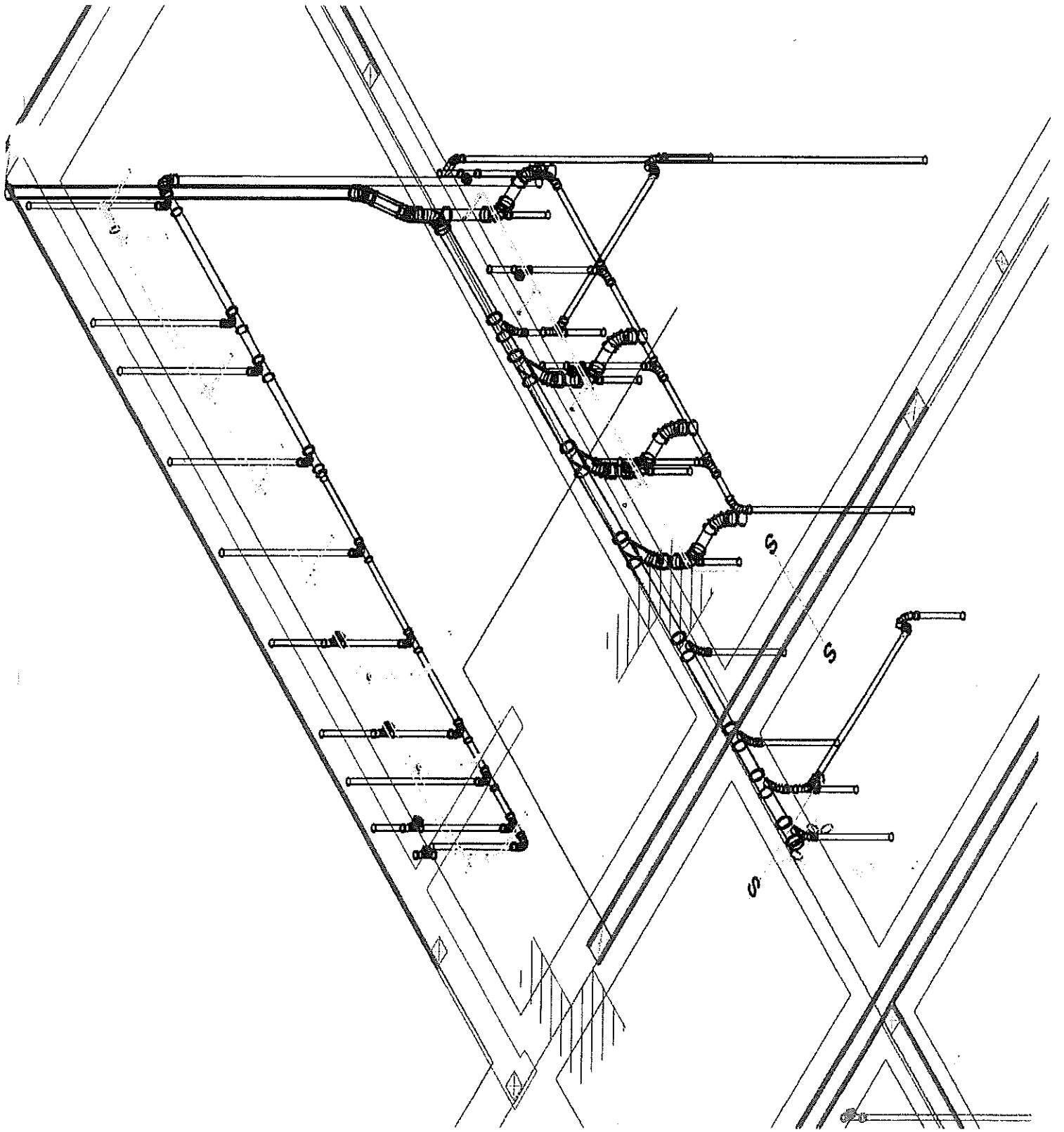
COR#8 CREDIT  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 10/11/2016 3:57:51 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

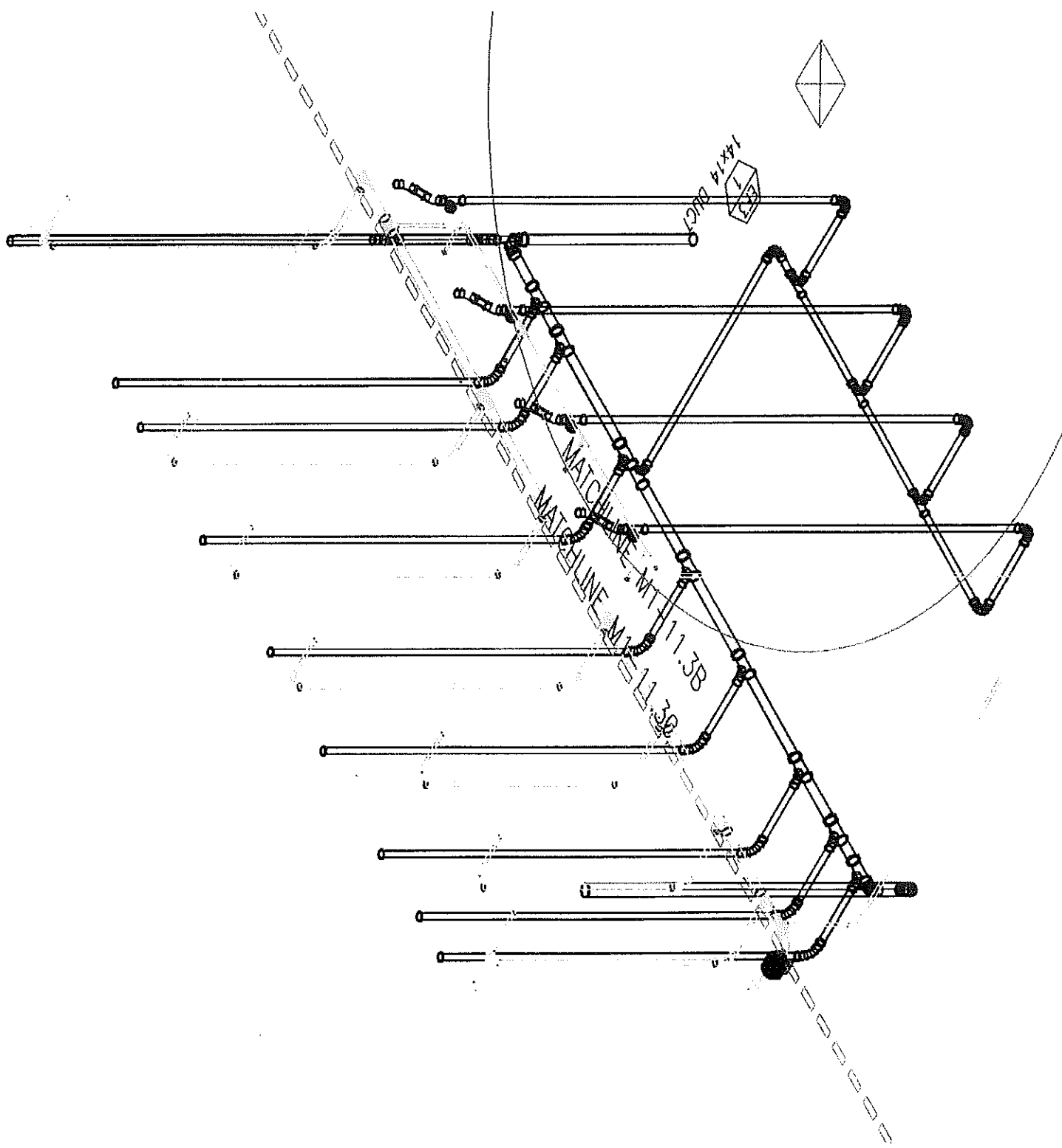
Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 013: COR#8 - RFI#62/64 CREDIT</b>								
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
3420013	COPPER KLM LEAD ...	2" x3/4"	REDUCED TEE - BRANCH	-6	57.95	-347.70	0.55	-3.30
3420014	COPPER KLM LEAD ...	2" x1"	REDUCED TEE - BRANCH	-22	59.73	-1,314.06	0.61	-13.42
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						-1,661.76		-16.72
<b>Category : Category 041: C.I. SOIL NO HUB</b>								
41060002	C.I. SOIL NO HUB	2"	1/4 BEND	-4	16.50	-66.00	0.39	-1.56
41100002	C.I. SOIL NO HUB	2"	COMBINATION	-12	23.90	-286.80	0.57	-6.84
41100004	C.I. SOIL NO HUB	4"	COMBINATION	-22	72.70	-1,599.40	1.19	-26.18
41350001	C.I. SOIL NO HUB	2"	SHORT SWEEP 1/4 BEND	-4	22.90	-91.60	0.42	-1.68
41370002	C.I. SOIL NO HUB	4" x2"	LHO 1/4 BEND	-22	46.40	-1,020.80	0.91	-20.02
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	-52	18.30	-951.60	0.10	-5.20
41600004	C.I. SOIL NO HUB	4"	HUSKY COUPLING	-88	24.60	-2,164.80	0.10	-8.80
Subtotals for Category : Category 041: C.I. SOIL NO HUB						-6,181.00		-70.28
Subtotals for Section : Section 013: COR#8 - RFI#62/64 CREDIT						-7,842.76		-87.00
<b>Grand Totals</b>						<b>-7,842.76</b>		<b>-87.00</b>

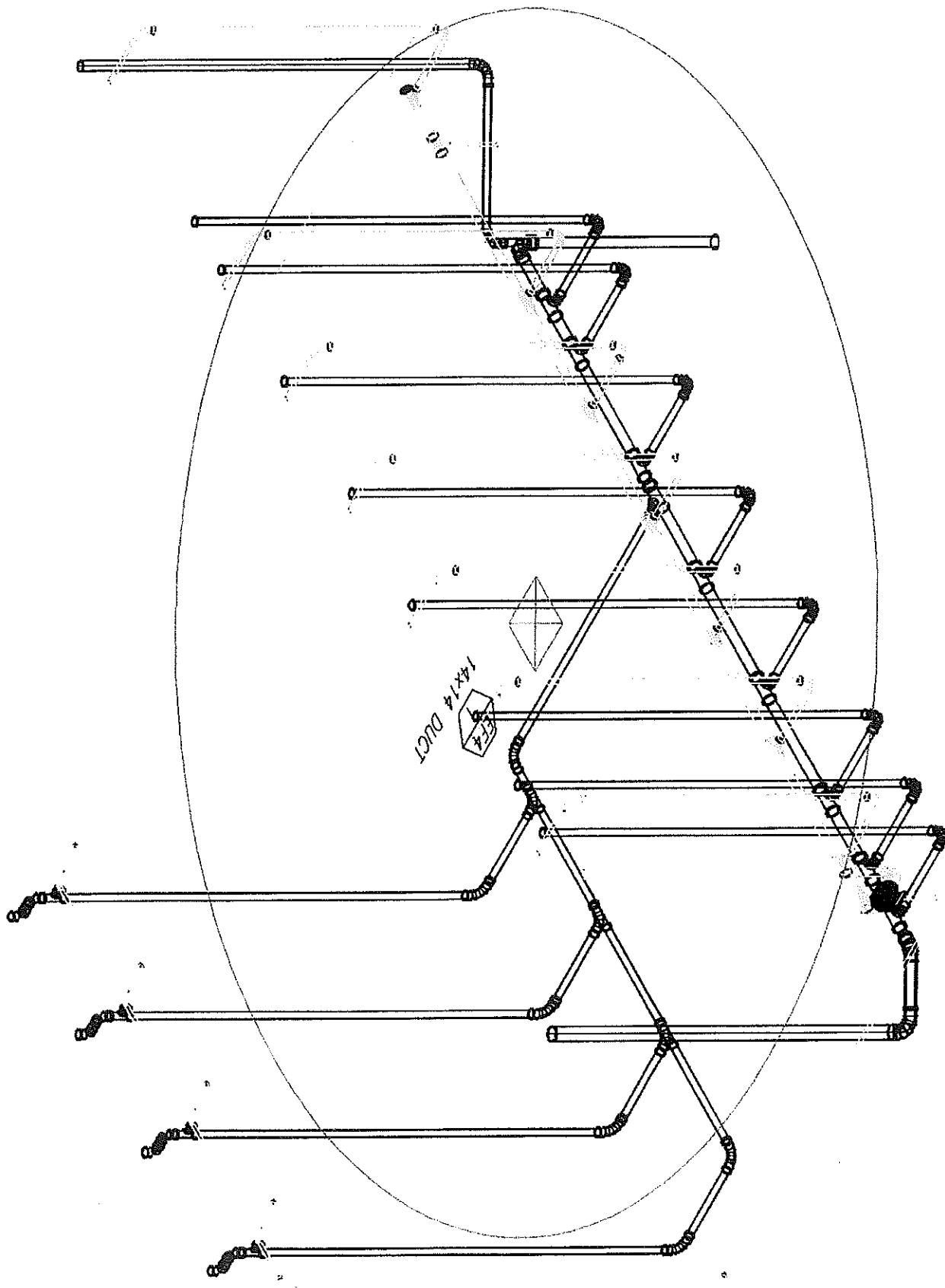


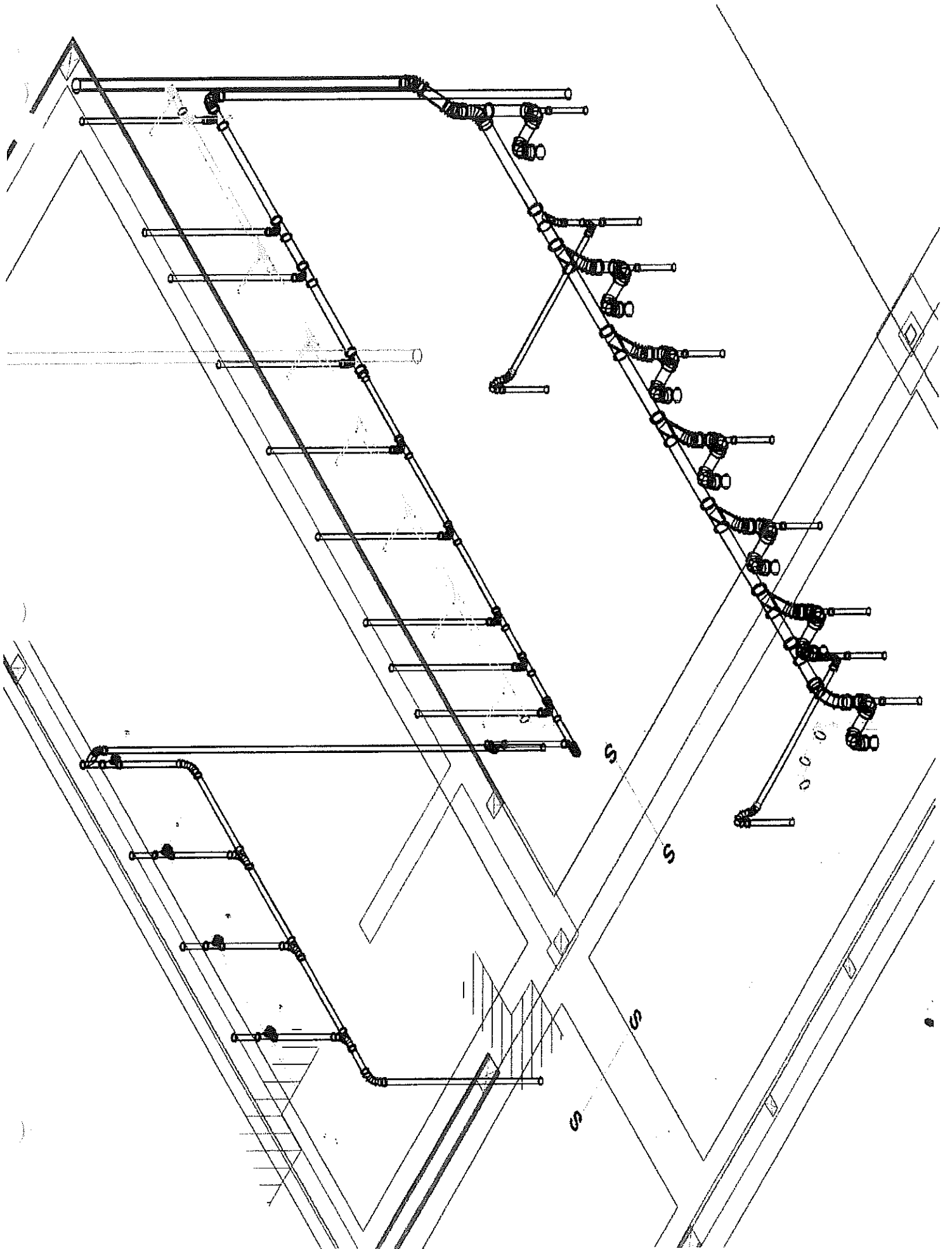




14x14 DUCT









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	RFI Type:	Structural
	Phil Murray	Priority:	
		Schedule/Activity ID:	
		Document Reference:	A1-45.1
		Spec Section:	22000
		Status:	Returned

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

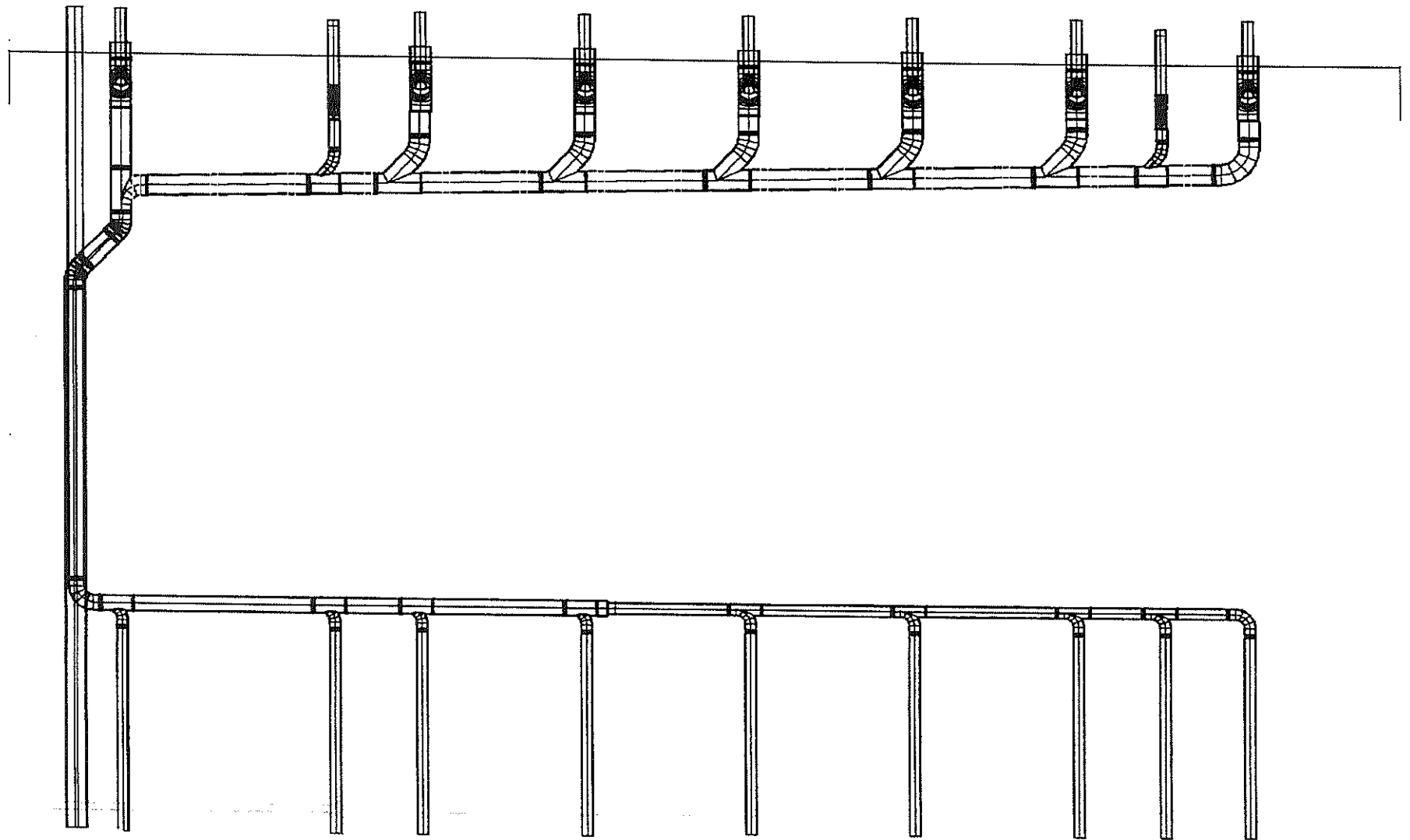
Run individual vents to above ceiling, combine and offset vents above ceiling on first floor, run up wing wall in 2nd floor restroom and connect to 3<sub>2</sub> vent thru roof.

---

**ATTACHMENTS:**

LEMONWOOD K-8\_CCP\_RFI010  
VENT FRONT VIEW  
VENT ISOMETRIC VIEW







**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: 7-8-16

ATTENTION: Scott Augustine

PROJECT: Lemonwood K-8

**REQUEST FOR INFORMATION**

RFI # 010

TIME INVESTED IN THIS RFC: 1hr

SPECIFIC REFERENCE: Plumbing vent lines in wall as they intersect shear wall framing.

PLAN REFERENCE: A1-45.1, P1-41.1

REQUEST: 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 2<sup>nd</sup> 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.

DELAY IMPACT POSSIBLE: Yes

PROBABLE COST IMPACT: TBD

REQUESTED BY: Bob Zio

DATE REQUIRED: ASAP

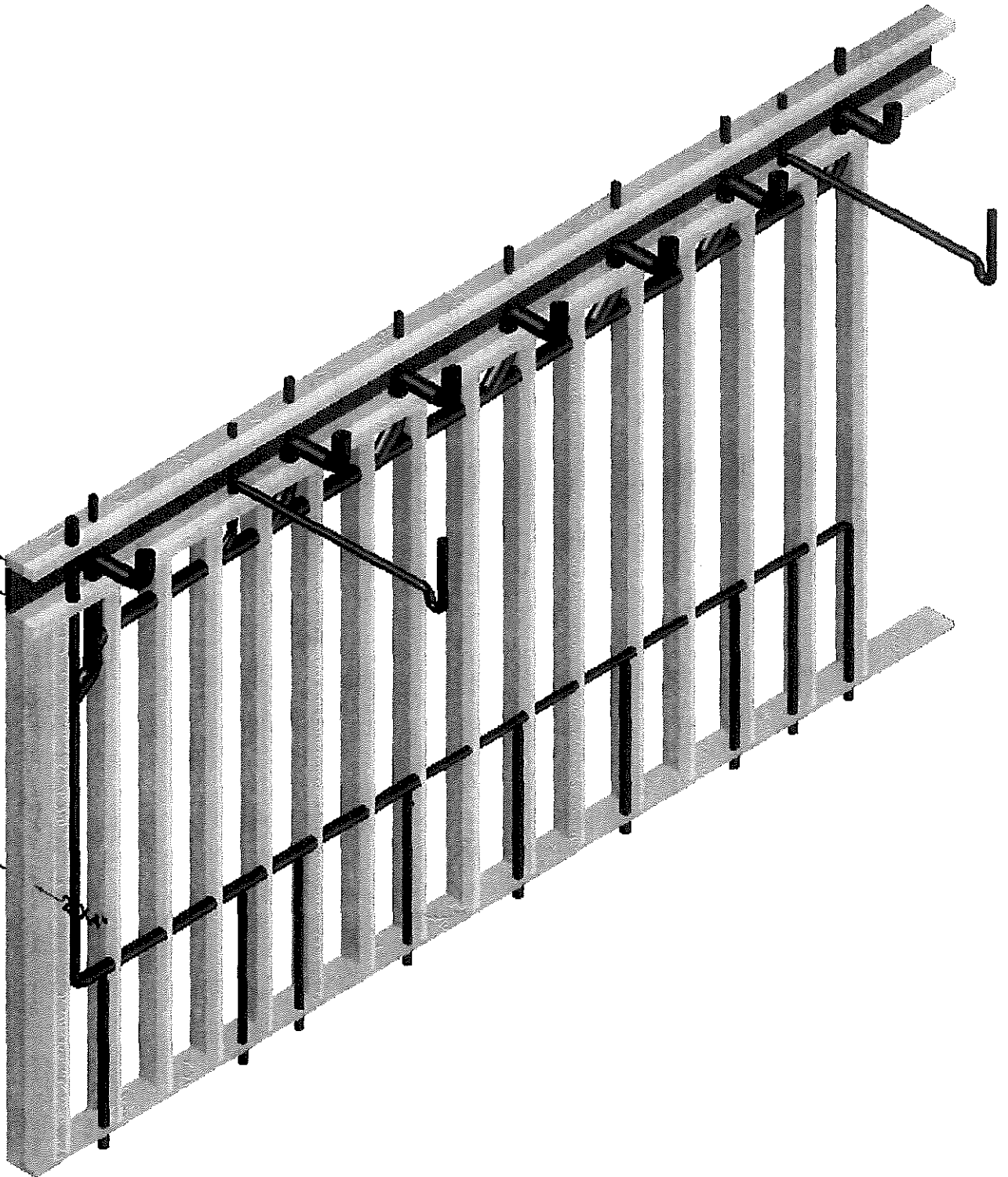
RESPONSE:

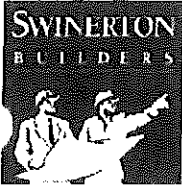
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

FF +13'6"  
2"x12"  
RIM

2"x8"





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:	Returned

**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.

### NOTES:

Author: Nalani Scanlon

Date: 07/15/2016  
03:29 PM

Note: Forwarded by Nalani Scanlon to Tom Bardwell as 00064

Author: Peter Sarkis

Date: 07/18/2016

Note: At the non-load bearing and non-shear walls

02:36 PM

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.

PSE-07/18/16

---

Author: Bob Zio

Date: 08/18/2016  
06:50 AM

Note: Need Clarification weather or not lavatory walls in restrooms #1-116, 1-117, 1-216, 1-217 are non-load bearing walls?

---

Author: Peter Sarkis

Date: 08/22/2016  
09:41 AM

Note: The walls along grid 8 & 10 between G and F are non-load bearing walls except for portions of it that are shearwalls as noted on plans.  
PSE-08/22/16

---

**ATTACHMENTS:**

LEMONWOOD K-8\_CCP\_RFI014



**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: 7-15-16

ATTENTION: Scott Augustine

PROJECT: Lemonwood K-8

**REQUEST FOR INFORMATION**

RFI # 014

TIME INVESTED IN THIS RFC: 1hr

SPECIFIC REFERENCE: Plumbing waste and vent lines in wall for lavatories in bathrooms #1-116 & #1-216 horizontally as they intersect wall framing.

PLAN REFERENCE: PI-41.1

REQUEST: : 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 exterior framed wall. Thank you.

---

DELAY IMPACT POSSIBLE: Yes

PROBABLE COST IMPACT: TBD

REQUESTED BY: Bob Zio

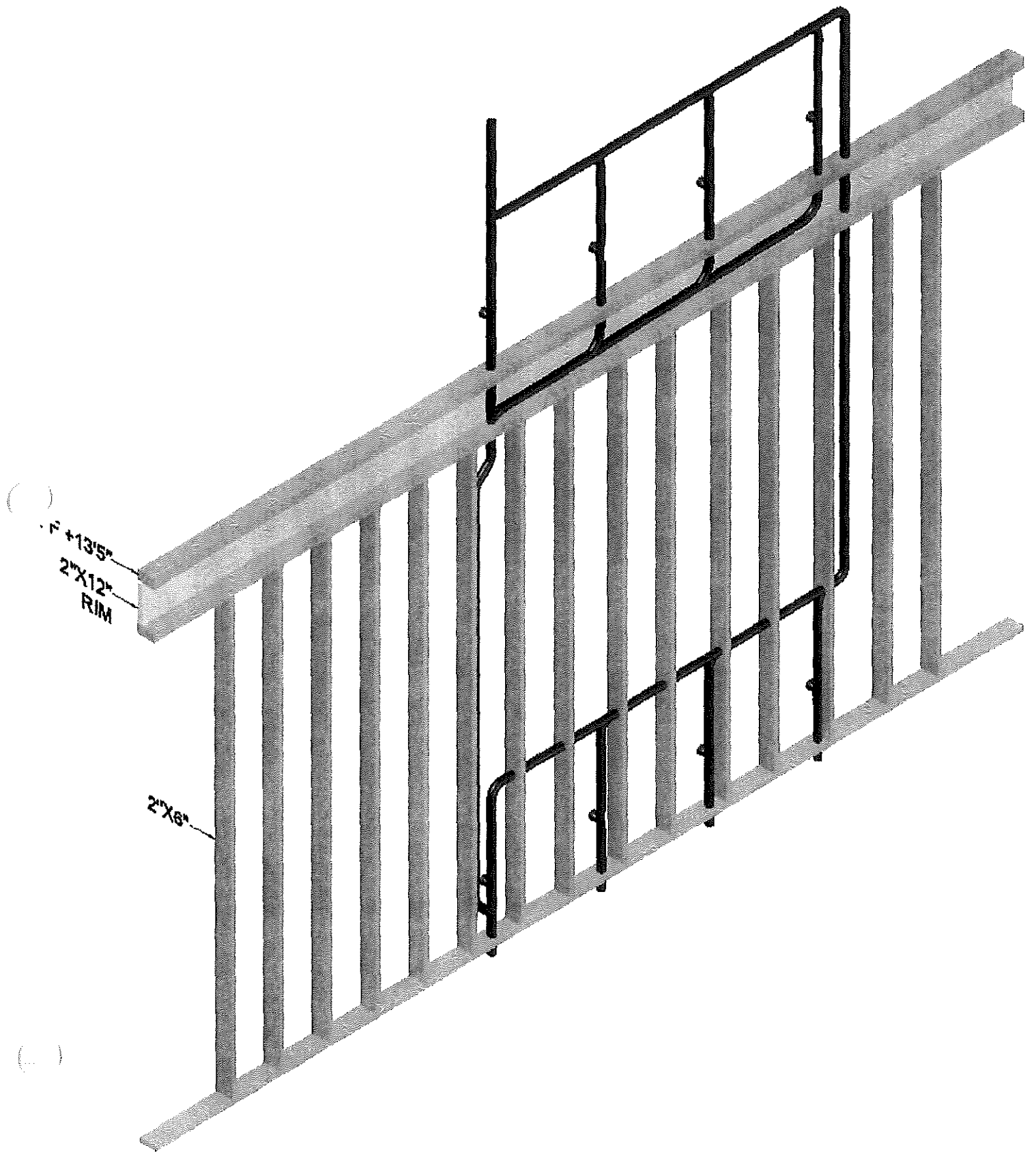
DATE REQUIRED: ASAP

---

RESPONSE:

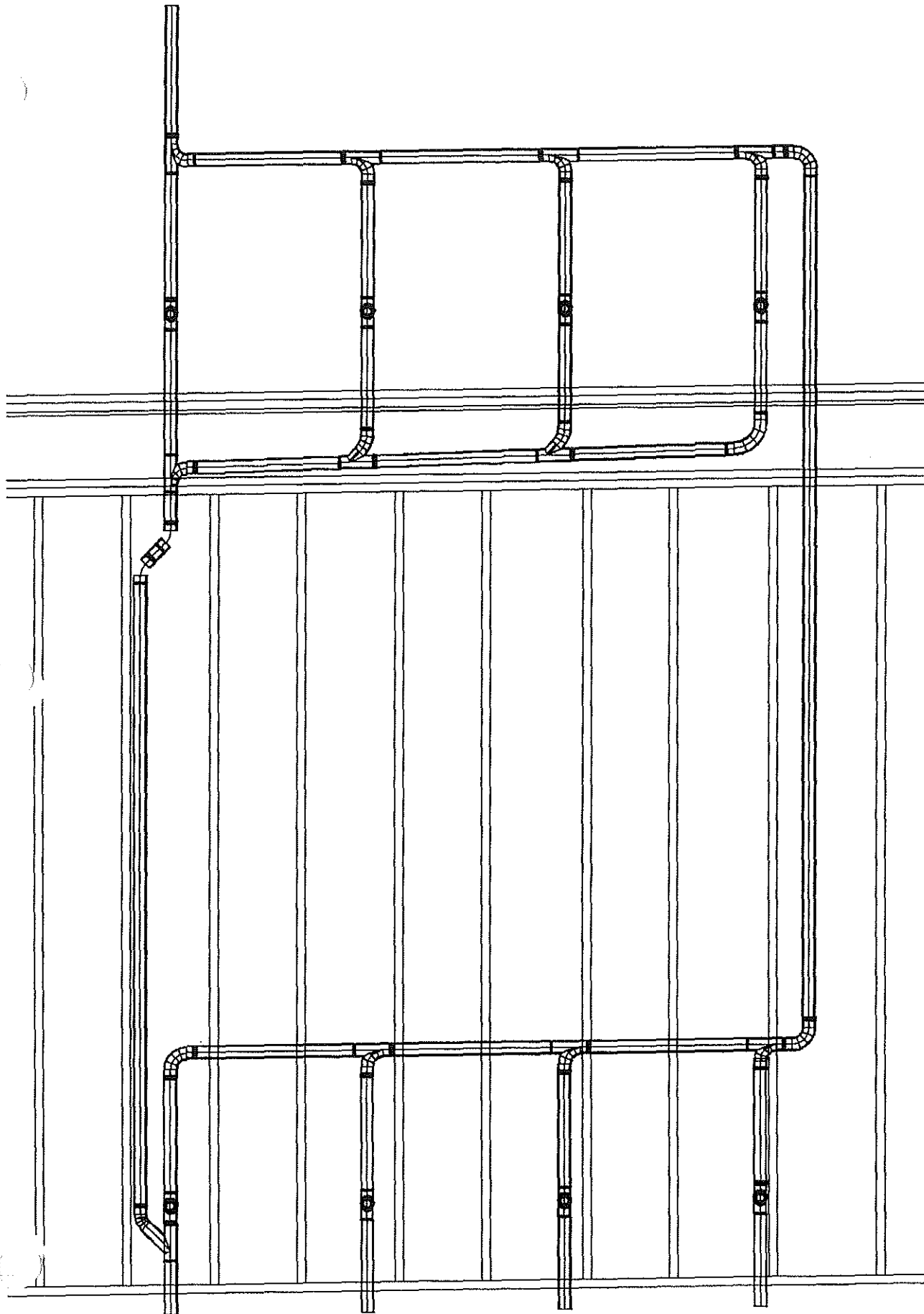
BY: \_\_\_\_\_

DATE: \_\_\_\_\_



F +13'5"  
2"X12"  
RIM

2"X8"









November 16, 2016

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. 0063-1

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

Add 2" waste piping to sink S-5 in Classroom Building room 1-205 per RFI 072

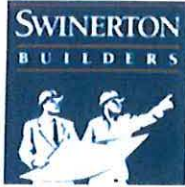
Phase	Category	Description	Subcontractor	Quote
220010	71140	Add 2" waste piping to sink S-5 in Classroom Building room 1-205 per RFI 072	CITY COMMERCIAL PLUMBING, INC.	2,153.00
			<b>Subtotal</b>	<b>2,153.00</b>
007480	71160	Subguard	1.15%	24.76
007410	71160	Builders Risk	0.6%	13.07
007420	71160	General Insurance	1.15%	25.05
007510	71160	P&P Bond	1%	21.53
991000	79999	Change Order Fee	15%	332.38
			<b>Markup Subtotal</b>	<b>416.79</b>
			<b>PCI Total</b>	<b>2,569.79</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,569.79.**

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** 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 has proceeded 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.

11/15/2016

Quotation accepted by:  
Oxnard School District

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

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



October 12, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Mr. Greg Grant/CFW, INC.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0063 Add waste piping S-5 sink room 1-205 per RFI 072

Dear Mr. Grant,

We request a Change Order to our contract for the following:

Add 2" waste piping to sink S-5 in Classroom Building room 1-205 per RFI 072

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add waste piping to S-5 sink in Classroom Building room 1-205 per RFI 072	CITY COMMERCIAL PLUMBING, INC.	2,413.00
			<b>Subtotal</b>	<b>2,413.00</b>
007480	71160	Subguard	1.15%	27.75
007410	71160	Builders Risk	0.6%	14.65
007420	71160	General Insurance	1.15%	28.07
007480	71160	P&P Bond	1%	24.13
991000	79999	Fee	15%	372.52
			<b>Markup Subtotal</b>	<b>467.12</b>
			<b>PCI Total</b>	<b>2,880.12</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 2,880.12.

**SUPERCEDED**

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** 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 has proceeded 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: \_\_\_\_\_

*Bill Gray*  
*10/12/2016*

Quotation accepted by:  
Oxnard School District

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

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



**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

REVISED: October 11, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#14-REV

**DESCRIPTION:** RFI#72 - ADD 2" WASTE PIPING TO S-5 SINK THAT WAS NEVER DESIGNED ON THE DRAWINGS, ROOM 1-205.


**TOTAL COST: \$2,413.00**

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**

10/11/2016

**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. 14-R**

**RE: RFI#72 - ADD 2" WASTE PIPING FOR S-5 SINK RM# 1-204**

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	10.73	937.69
<b>TOTAL LABOR:</b>			<b>1,350.65</b>
<b>OTHER EXPENSE:</b>			
BACKHOE	135.00	1.00	135.00
BACKHOE W. WHL	157.00	0.00	0.00
<b>TOTAL OTHER EXP.:</b>			<b>135.00</b>
OTHER EXPENSE:			135.00
MATERIAL TOTAL:			609.20
LABOR TOTAL:			1,350.65
SUBTOTAL:			2,094.86
OVERHEAD/PROFIT:	15.00%		314.23
SUBTOTAL:			2,409.08
TEXTURA FEES:	0.18%		4.34
SUBTOTAL:			2,413.42
			0.00
			2,413.42
<b>ROUND UP/DOWN:</b>			<b>\$2,413.00</b>

NOTES:

CHANGE ORDER REQUEST

10/11/2016

**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562  
 CHANGE ORDER NO. 14-R

RE: RFI#72 - ADD 2" WASTE PIPING FOR S-5 SINK RM# 1-204

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		9.73		558.90
		BACKHOE W. OPERATOR (1 HR - SEE OTHER EXPENSE) PLUMBER WORK WITH BACKHOE		1.00		
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD		2.00		
<b>LABOR &amp; MATERIAL TOTAL</b>				<b>14.73</b>		<b>558.90</b>
<b>SALES TAX:</b>					<b>9.00%</b>	<b>50.30</b>
<b><u>TOTAL MATERIAL COST:</u></b>						<b>609.20</b>



JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 09-30-16

COR#14-R  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 10/11/2016 4:06:59 PM  
 MATERIAL Primary  
 LABOR Alternate

NOTES

Item					Material		Field Labor	
em #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 018: COR#12 - RFI#74 ADD 2" W&amp;V TO RR-1</b>								
<b>Category : Category 002: PVC SCH 40--DWV</b>								
2060003	PVC SCH 40--DWV	2"	1/4 BEND -- HxH	1	4.84	4.84	0.27	0.27
2360002	PVC SCH 40--DWV	2"	L.S. 1/4 BEND - HxH	1	8.88	8.88	0.27	0.27
2400004	PVC SCH 40--DWV	4" x2"	RED COMBO -- HxHxH	1	26.04	26.04	0.99	0.99
Subtotals for Category : Category 002: PVC SCH 40--DWV						39.76		1.53
<b>Category : Category 009: SCH 40 PVC</b>								
9010006	SCH 40 PVC	2"	SCH40 PVC PIPE	10	4.17	41.70	0.06	0.60
Subtotals for Category : Category 009: SCH 40 PVC						41.70		0.60
<b>Category : Category 041: C.I. SOIL NO HUB</b>								
41010002	C.I. SOIL NO HUB	2"	PIPE--C.I. NO HUB	20	11.17	223.40	0.12	2.40
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
41240002	C.I. SOIL NO HUB	2"	BLIND PLUG	1	8.20	8.20	0.21	0.21
41350001	C.I. SOIL NO HUB	2"	SHORT SWEEP 1/4 BEND	1	22.90	22.90	0.42	0.42
41560002	C.I. SOIL NO HUB	2"	RISER CLAMPS	1	6.68	6.68	0.20	0.20
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	8	18.30	146.40	0.10	0.80
Subtotals for Category : Category 041: C.I. SOIL NO HUB						438.28		4.80
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
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.	4	2.10	8.40	0.50	2.00
49380002	HANGER-R.CLAMP-E...	3/8"	ALL THREAD ROD	5	1.08	5.40	Skip	0.00
49400002	HANGER-R.CLAMP-E...	3/8"	HEX NUTS	16	0.79	12.64	Skip	0.00
49410002	HANGER-R.CLAMP-E...	3/8"	WASHER--FLAT--ROUND	16	0.26	4.16	Skip	0.00
49490001	HANGER-R.CLAMP-E...	Unsize	SCREWS	4	0.43	1.72	Skip	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						39.16		2.80
Subtotals for Section : Section 018: COR#12 - RFI#74 ADD 2" W&V TO RR-1						558.90		9.73
Grand Totals						558.90		9.73



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00072

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:	P1-11.1A, 2A
		Spec Section:	22000
		Status:	Returned

Subject: No design for waste piping to S-5 sink in room# 1-204 in BLDG 1

### INFORMATION REQUESTED:

Requested By: Nalani Scanlon

In Building 1, the Plumbing Drawings show an S-5 sink in RM# <sup>205</sup>1-204. There is no waste piping shown on the 1st floor picking up this fixture. Please provide design for this waste piping from the S-5 sink 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\_RFI017  
RFI # 72 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

TO: Swinerton Builders

DATE: 8-4-16

ATTENTION: Nalani Scanlon

PROJECT: Lemonwood K-8

**REQUEST FOR INFORMATION**

RFI # 017

TIME INVESTED IN THIS RFC: 1hr

SPECIFIC REFERENCE: No design for waste piping to S-5 sink in room# 1-204 in BLDG 1.

PLAN REFERENCE: P1-11.1.A

REQUEST: In Building 1, the Plumbing Drawings show an S-5 sink in RM# 1-204. There is no waste piping shown on the 1<sup>st</sup> floor picking up this fixture. Please provide design for this waste piping from the S-5 sink to the underground waste piping, including sizing and routing. Thank you.

-----  
DELAY IMPACT POSSIBLE: Yes

PROBABLE COST IMPACT: TBD

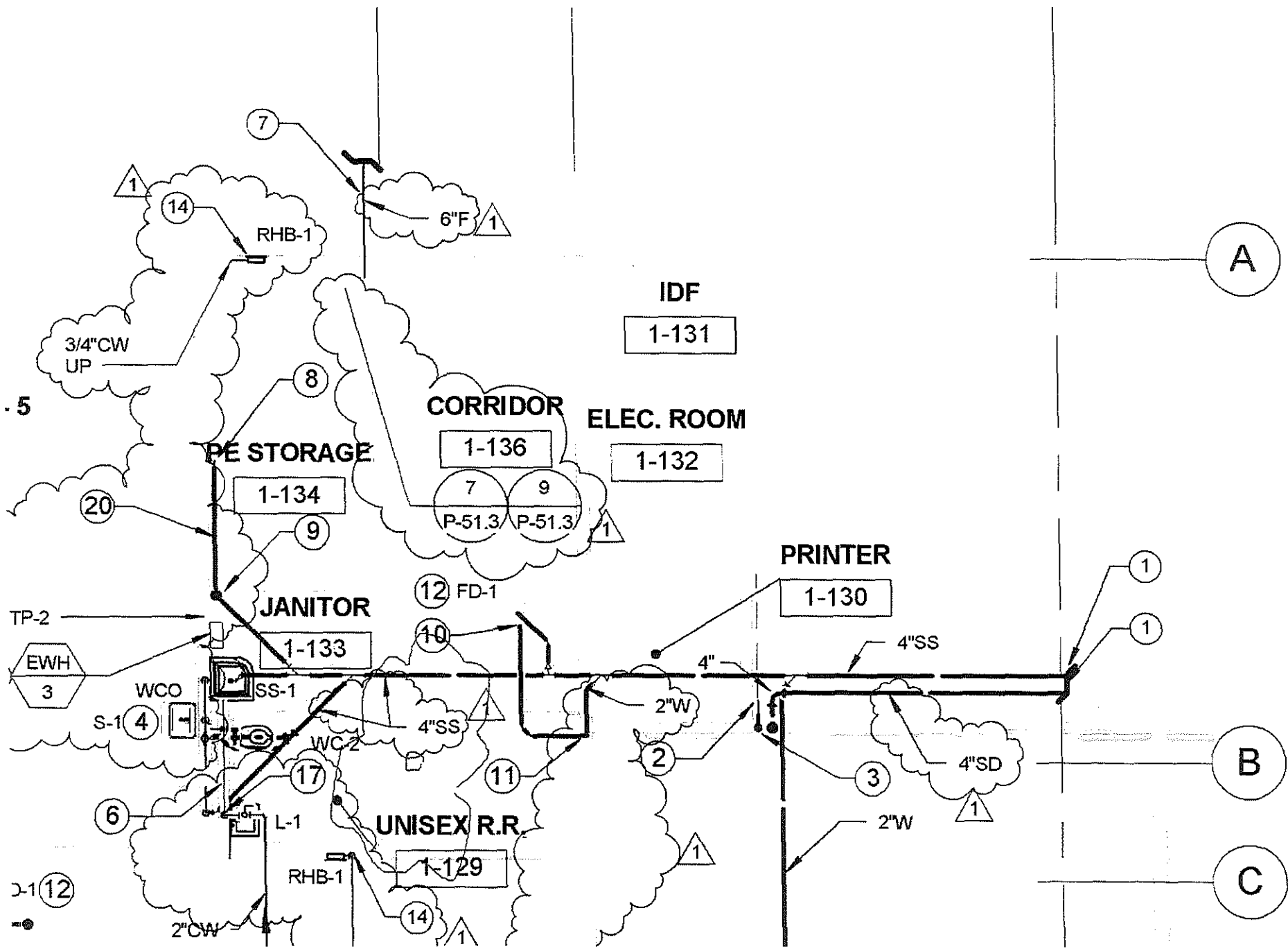
REQUESTED BY: Bob Zio

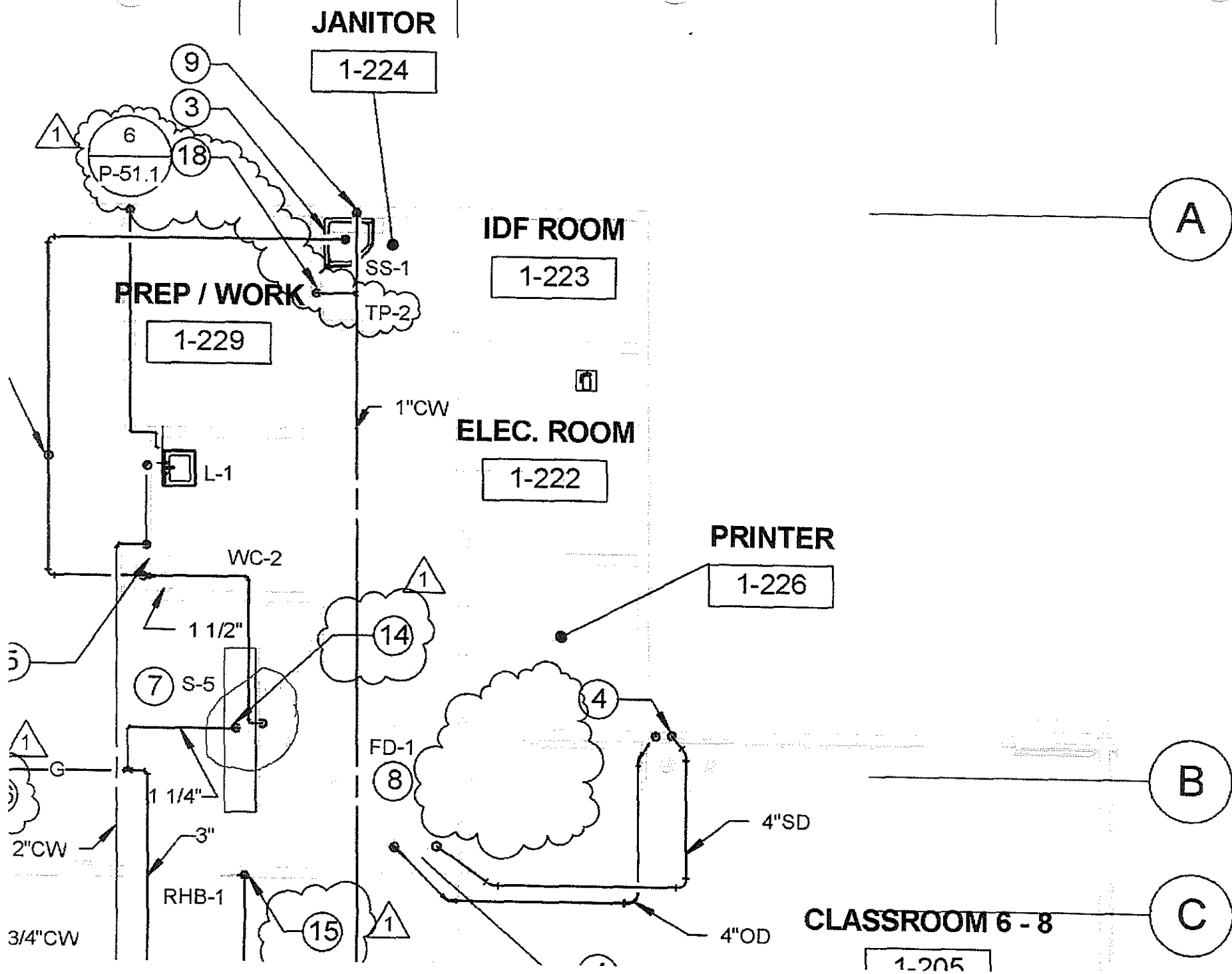
DATE REQUIRED: ASAP

-----  
RESPONSE:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_





OWNER: OXNARD SCHOOL DISTRICT  
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION  
 CLIENT ADDRESS: 2200 GARFIELD COURT  
 OXNARD, CALIFORNIA 93033



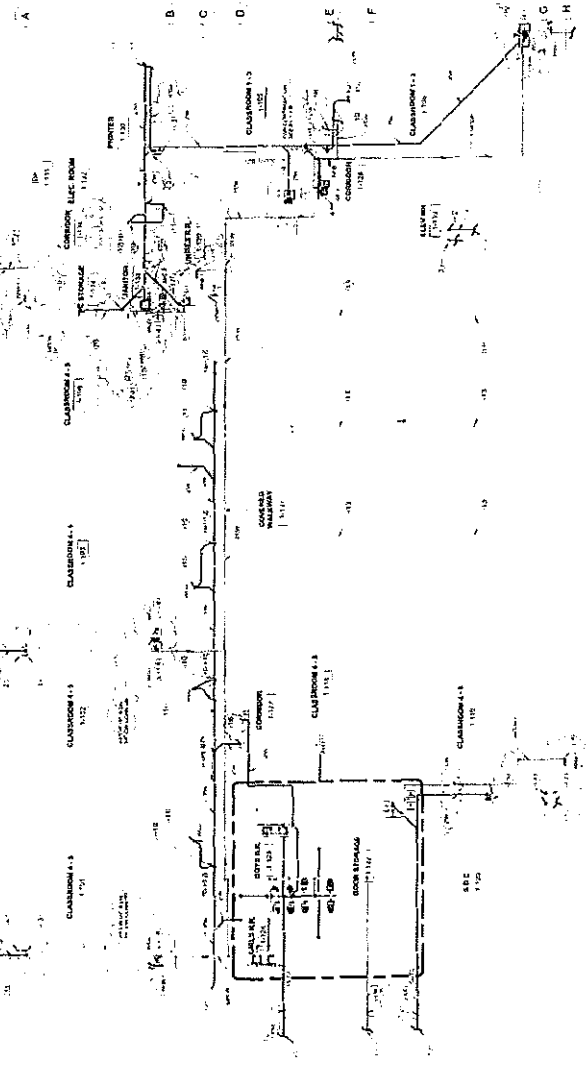
DATE: 11/14/08  
 PROJECT NO.: AP 03114028  
 DRAWING NO.: 11114-01  
 SHEET NO.: 1

REVISIONS	DATE	BY	DESCRIPTION
1			ISSUED FOR PERMIT
2			ISSUED FOR PERMIT
3			ISSUED FOR PERMIT
4			ISSUED FOR PERMIT
5			ISSUED FOR PERMIT
6			ISSUED FOR PERMIT
7			ISSUED FOR PERMIT
8			ISSUED FOR PERMIT
9			ISSUED FOR PERMIT
10			ISSUED FOR PERMIT

SHEET NUMBER: P1-11.1.A  
 SHEET TITLE: CLASSROOM BUILDING 1 PLUMBING PLAN LEVEL 1 SEGMENT A



- 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE AND THE CALIFORNIA MECHANICAL CODE.
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND THE CALIFORNIA GAS CODE.
- 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE AND THE CALIFORNIA BUILDING CODE.
- 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE AND THE CALIFORNIA MECHANICAL CODE.
- 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND THE CALIFORNIA GAS CODE.
- 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE AND THE CALIFORNIA BUILDING CODE.
- 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE AND THE CALIFORNIA MECHANICAL CODE.
- 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND THE CALIFORNIA GAS CODE.
- 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE AND THE CALIFORNIA BUILDING CODE.





November 16, 2016

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. 0064-1

Dear Ms. Hickle,

We request a Change Order to our contract for the following:

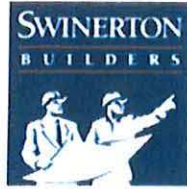
Contract drawings do not indicate floor drain type, any ancillary devices or piping in rooms 3-118, 3-119, or 3-120. Provide and install floor drains and related piping per RFI 057.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Contract drawings do not indicate floor drain type, any ancillary devices or piping in rooms 3-118, 3-119, or 3-120. Provide and install floor drains and related piping per RFI 057.	CITY COMMERCIAL PLUMBING, INC.	4,782.00
			<b>Subtotal</b>	<b>4,782.00</b>
007480	71160	Subguard	1.15%	54.99
007410	71160	Builders Risk	0.6%	29.02
007420	71160	General Insurance	1.15%	55.63
007510	71160	P&P Bond	1%	47.82
991000	79999	Change Order Fee	15%	738.25
			<b>Markup Subtotal</b>	<b>925.71</b>
			<b>PCI Total</b>	<b>5,707.71</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **5,707.71.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X  We **HAVE** 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 has proceeded 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: 11/16/2016

Quotation accepted by:  
Oxnard School District

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

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





October 12, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Mr. Greg Grant/CFW, INC.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0064

Dear Mr. Grant,

We request a Change Order to our contract for the following:

Contract drawings do not indicate floor drain type, any ancillary devices or piping in rooms 3-118, 3-119, or 3-120. Provide and install floor drains and related piping per RFI 057.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add floor drains and related ancillary devices and piping in Administration Building rooms 3-118, 3-119, and 3-120 per RFI 057	CITY COMMERCIAL PLUMBING, INC.	5,713.00
			<b>Subtotal</b>	<b>5,713.00</b>
007480	71160	Subguard	1.15%	65.70
007410	71160	Builders Risk	0.6%	34.67
007420	71160	General Insurance	1.15%	66.46
007480	71160	P&P Bond	1%	57.13
991000	79999	Fee	15%	881.97
			<b>Markup Subtotal</b>	<b>1,105.93</b>
			<b>PCI Total</b>	<b>6,818.93</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 6,818.93.

*SUPERCEDED*

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray  
PM  
Date: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

10/12/2016

Quotation accepted by:  
Oxnard School District

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

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



2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00057

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To:	SVA ARCHITECTS, INC.	RFI Date:	07/11/2016
Attention:	Tom Bardwell	Date Due:	07/14/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Phil Murray	Priority:	High
		Schedule/Activity ID:	
		Document Reference:	P3-41.1
		Spec Section:	22000
		Status:	Returned

Subject: BLDG 3 Piping not shown for floor drains and trap primers

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

In Building 3, the Plumbing Drawings shows "FD" in Rm# 3-120, 3-119 & 3-118 (see attached). No piping is shown for these FD's. Please provide fixture type (ie., FD-1, FD-2 etc.) and provide piping routing and sizing including trap primer location and piping. Thank you.

---

**SUGGESTION:**

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

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**ANSWER:**

Answered By: Tom Bardwell

Date of Response: 07/25/2016

Provide 2" waste, 1 1/2" vent rise in closet walls, 1/2" cold water drop to TP-2 trap primer with distribution unit in utility chase and route 1/2" trap primers to FD-1 floor drains.

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**ATTACHMENTS:**

LEMONWOOD K-8\_CCP\_RFI004



**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: 6-30-15

ATTENTION: Scott Augustine

PROJECT: Lemonwood K-8

**REQUEST FOR INFORMATION**

RFI # 004

TIME INVESTED IN THIS RFC: 1hr

SPECIFIC REFERENCE: Piping not shown for floor drains and trap primers

PLAN REFERENCE: P3-41.1

REQUEST: In Building 3, the Plumbing Drawings shows "FD" in Rm# 3-120, 3-119 & 3-118 (see attached). No piping is shown for these FD's. Please provide fixture type (ie., FD-1, FD-2 etc.) and provide piping routing and sizing including trap primer location and piping. Thank you.

-----  
DELAY IMPACT POSSIBLE: Yes

PROBABLE COST IMPACT: TBD

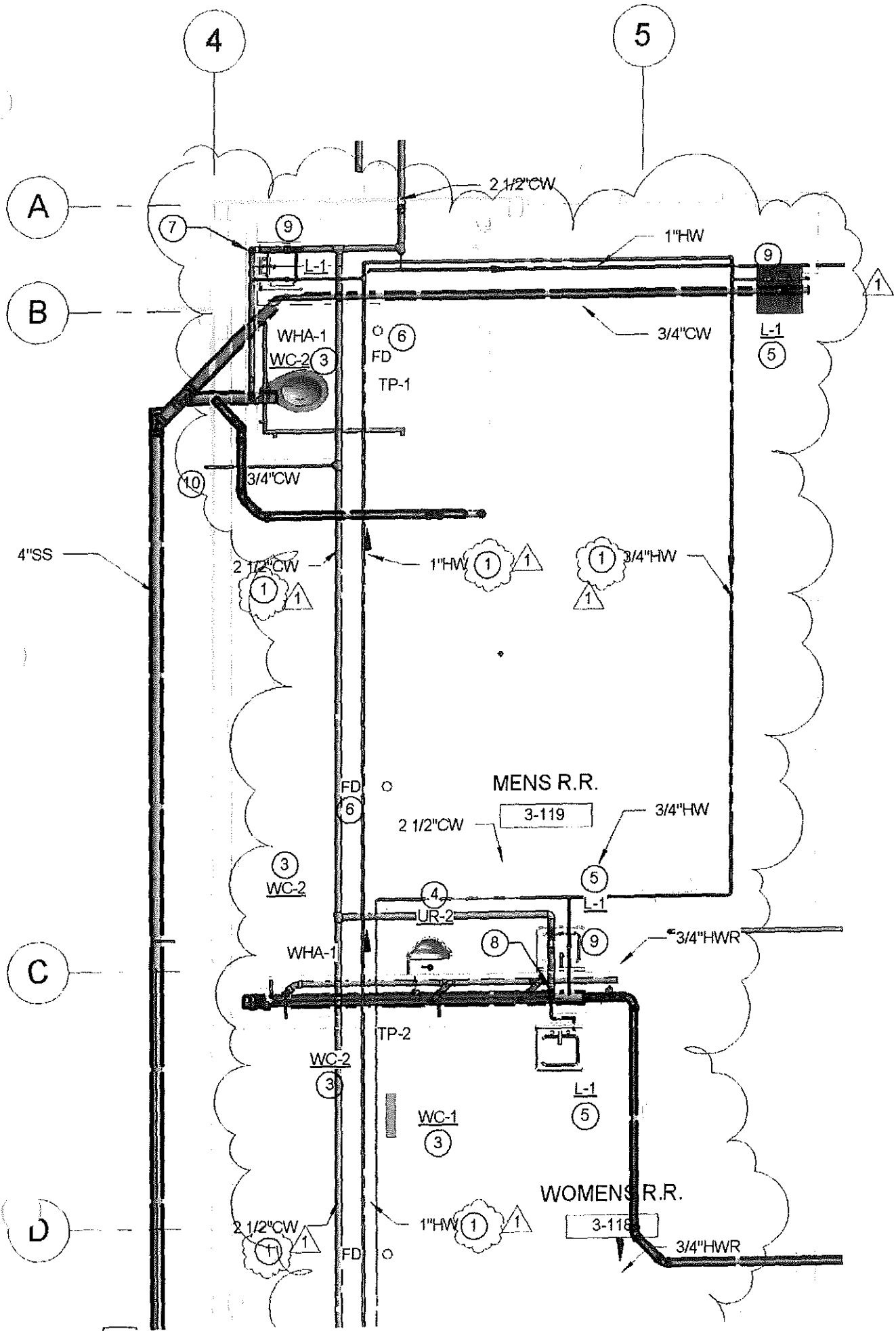
REQUESTED BY: Bob Zio

DATE REQUIRED: ASAP

-----  
RESPONSE:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_





**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 22, 2016

REVISED: October 11, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#16-REV

**DESCRIPTION:** CCP#004 - ADDED FD-1 FLOOR DRAINS, TP-1 TRAP PRIMERS AND RELATED PIPING IN ROOMS 3-118, 3-119 AND 3-120 THAT WAS NEVER DESIGNED ON THE DRAWINGS.

**TOTAL COST: \$5,713.00**

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

10/11/2016

**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. 16-R**

**RE:** RFI# CCP004 ADDED FD-1's, TP-1's AND RELATED PIPING RM's 3-118, 3-119, 3-120

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	4.00	412.96
PLUMBER	87.39	26.80	2,342.05
<b>TOTAL LABOR:</b>			<b>2,755.01</b>
<b>OTHER EXPENSE:</b>			
BACKHOE	135.00	1.50	202.50
BACKHOE W. WHL	157.00	3.00	471.00
<b>TOTAL OTHER EXP.:</b>			<b>673.50</b>
OTHER EXPENSE:			673.50
MATERIAL TOTAL:			1,530.50
LABOR TOTAL:			2,755.01
SUBTOTAL:			4,959.01
OVERHEAD/PROFIT:	15.00%		743.85
SUBTOTAL:			5,702.87
TEXTURA FEES:	0.18%		10.27
SUBTOTAL:			5,713.13
			0.00
			5,713.13
<b>ROUND UP/DOWN:</b>			<b>\$5,713.00</b>

NOTES:

CHANGE ORDER REQUEST

10/11/2016

**CITY COMMERCIAL PLUMBING, INC.**

**MATERIAL LIST**

JOB: LEMONWOOD K-8  
 2200 CARNEGIE COURT  
 OXNARD, CA 93033

CCP JOB NO.: 562  
 CHANGE ORDER NO. 16-R

RE: RFI# CCP004 ADDED FD-1's, TP-1's AND RELATED PIPING RM's 3-118, 3-119, 3-120

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		21.30		1404.13
		ADDTL LABOR TO SOLDER CAPS ON TP SIDE		1.00		
		BACKHOE W. OPERATOR (1.5 HR - SEE OTHER EXPENSE)				
		BACKHOE COMPACT W. OPERATOR (3HRS - SEE OTHER EXPENSE)				
		PLUMBER WORK WITH BACKHOE		4.50		
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		2.00		



JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K...  
 DATA SET 2 MECH DATABASE 09-30-16

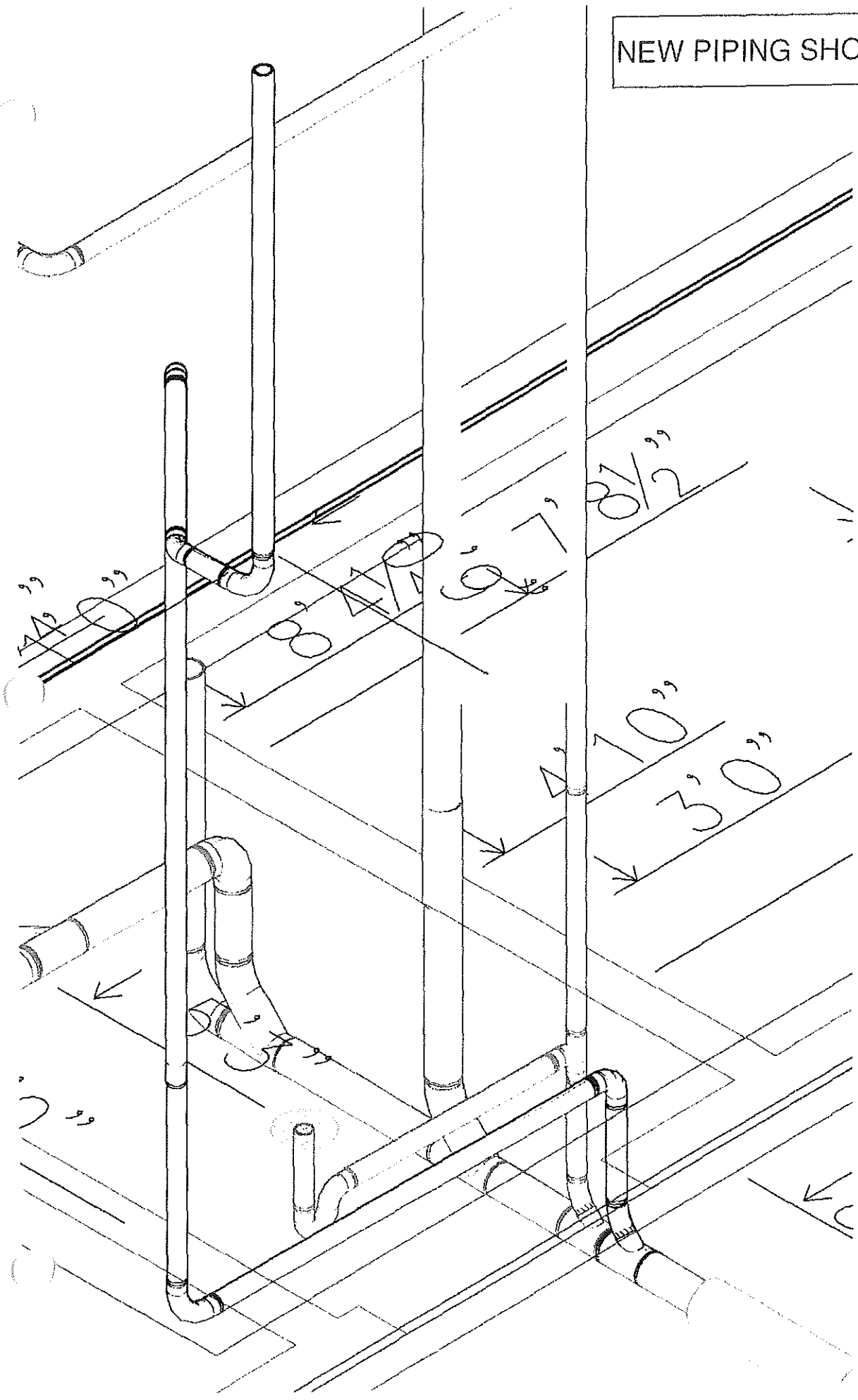
COR#16-R  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 10/11/2016 4:07:48 PM  
 MATERIAL Primary  
 LABOR Alternate

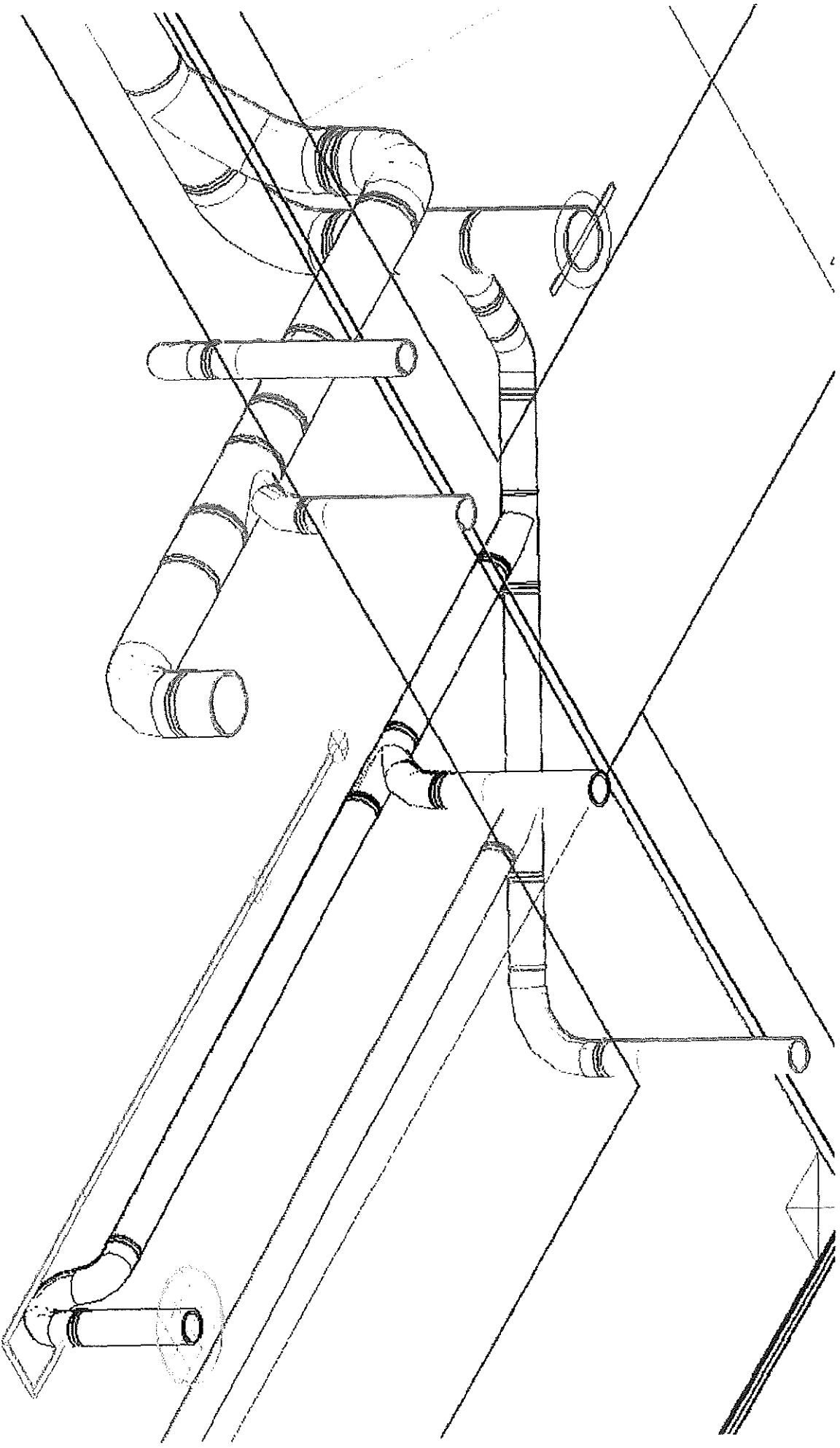
NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 020: COR#14 - RFI#72 ADD 2" WST TO S-5 SINK</b>								
<b>Category : Category 002: PVC SCH 40--DWV</b>								
2020002	PVC SCH 40--DWV	2"	P-TRAP--HxH	3	13.87	41.61	0.38	1.14
2100002	PVC SCH 40--DWV	2"	COMBINATION -- HxHxH	1	13.90	13.90	0.38	0.38
2110002	PVC SCH 40--DWV	2"	WYE -- HxHxH	1	9.62	9.62	0.60	0.60
2150002	PVC SCH 40--DWV	2"	DBL WYE -- HxHxHxH	1	24.70	24.70	0.84	0.84
2350002	PVC SCH 40--DWV	2"	1/8 BEND -- SxH	2	4.58	9.16	0.42	0.84
2400004	PVC SCH 40--DWV	4" x2"	RED COMBO -- HxHxH	1	26.04	26.04	0.99	0.99
Subtotals for Category : Category 002: PVC SCH 40--DWV						125.03		4.79
<b>Category : Category 003: COPPER KLM LEAD FREE</b>								
64	COPPER KLM LEAD ...		5/8"ODx1/2"MIP BRS LF COMP 90	3	9.17	27.51	0.40	1.20
72	COPPER KLM LEAD ...		DISTRIBUTION UNIT	1	32.68	32.68	0.50	0.50
73	COPPER KLM LEAD ...		5/8"ODx3/8"MIP LF COMPADPTR	2	5.27	10.54	0.40	0.80
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	15	1.89	28.35	0.14	2.10
3080003	COPPER KLM LEAD ...	1/2"	ADAPTER CxF	2	6.22	12.44	0.30	0.60
3250003	COPPER KLM LEAD ...	1/2"	COUPLING	4	1.41	5.64	Skip	0.00
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
3310003	COPPER KLM LEAD ...	1/2"	L-SOFT TUBE	15	3.04	45.60	0.03	0.45
3330001	COPPER KLM LEAD ...	Unsize	TRAP PRIMER	2	54.90	109.80	0.50	1.00
3380002	COPPER KLM LEAD ...	1/2"	ADAPTER CxM	1	3.92	3.92	0.30	0.30
3400003	COPPER KLM LEAD ...	1/2"	8 MIL P.E. WRAP	15	0.25	3.75	0.05	0.75
3420012	COPPER KLM LEAD ...	2" x1/2"	REDUCED TEE - BRANCH	1	34.77	34.77	0.55	0.55
3420017	COPPER KLM LEAD ...	2-1/2" x1/2"	REDUCED TEE - BRANCH	1	164.60	164.60	0.79	0.79
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						629.80		9.64
<b>Category : Category 009: SCH 40 PVC</b>								
9010006	SCH 40 PVC	2"	SCH40 PVC PIPE	20	4.17	83.40	0.06	1.20
9290001	SCH 40 PVC	Unsize	CEMENT--PVC--QTS.	1	30.65	30.65	Skip	0.00
9300001	SCH 40 PVC	Unsize	PRIMER--PVC--QTS.	1	35.65	35.65	Skip	0.00
Subtotals for Category : Category 009: SCH 40 PVC						149.70		1.20
<b>Category : Category 041: C.I. SOIL NO HUB</b>								
41120002	C.I. SOIL NO HUB	2"	SANITARY TEE	2	22.70	45.40	0.56	1.12
41170001	C.I. SOIL NO HUB	2"	FLOOR DRAIN 2005A-P	3	102.60	307.80	1.25	3.75
41600002	C.I. SOIL NO HUB	2"	HUSKY COUPLING	8	18.30	146.40	0.10	0.80
Subtotals for Category : Category 041: C.I. SOIL NO HUB						499.60		5.67
Subtotals for Section : Section 020: COR#14 - RFI#72 ADD 2" WST TO S-5 SINK						1,404.13		21.30
<b>Grand Totals</b>						1,404.13		21.30

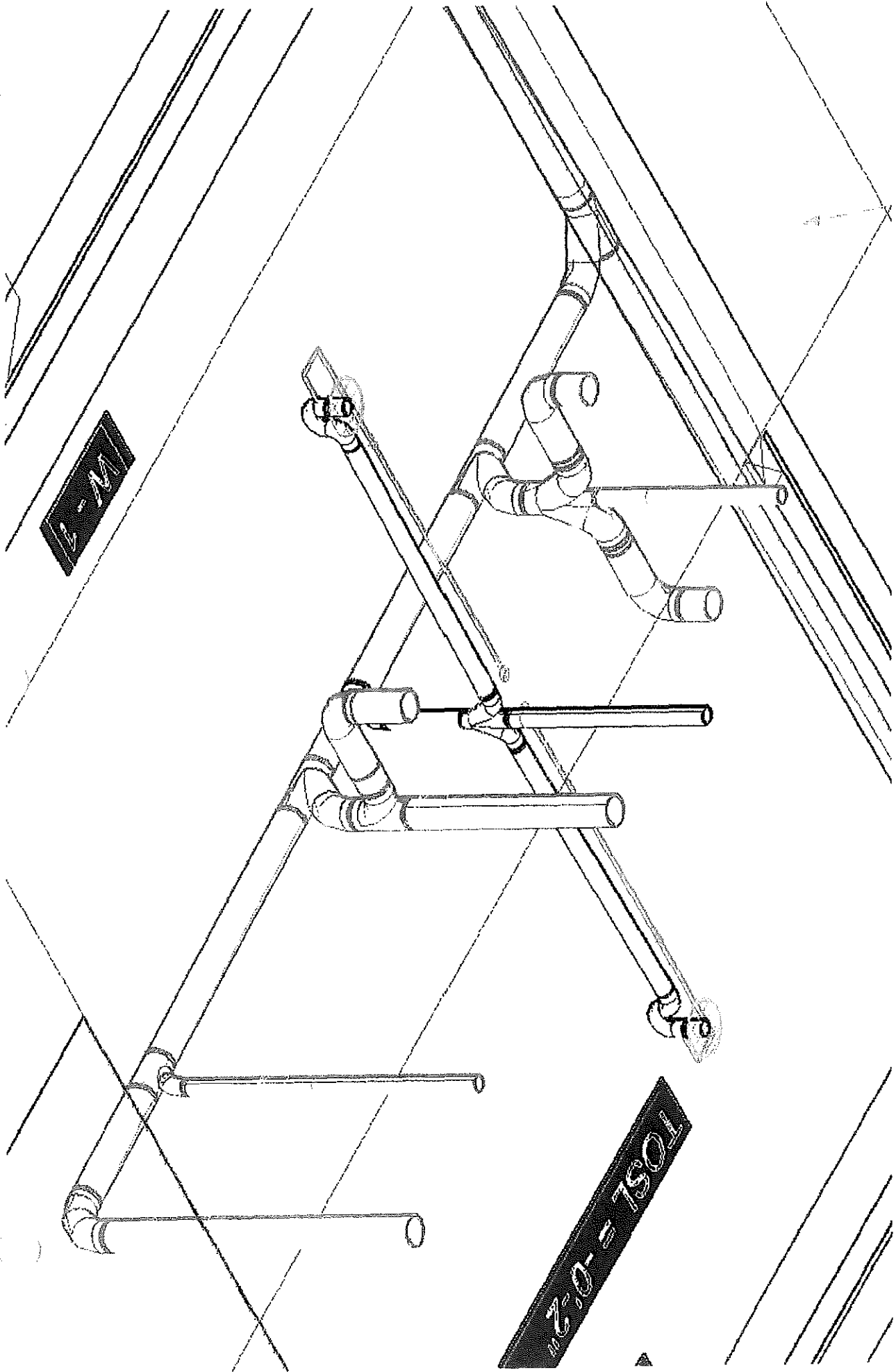
NEW PIPING SHOWN IN BLACK



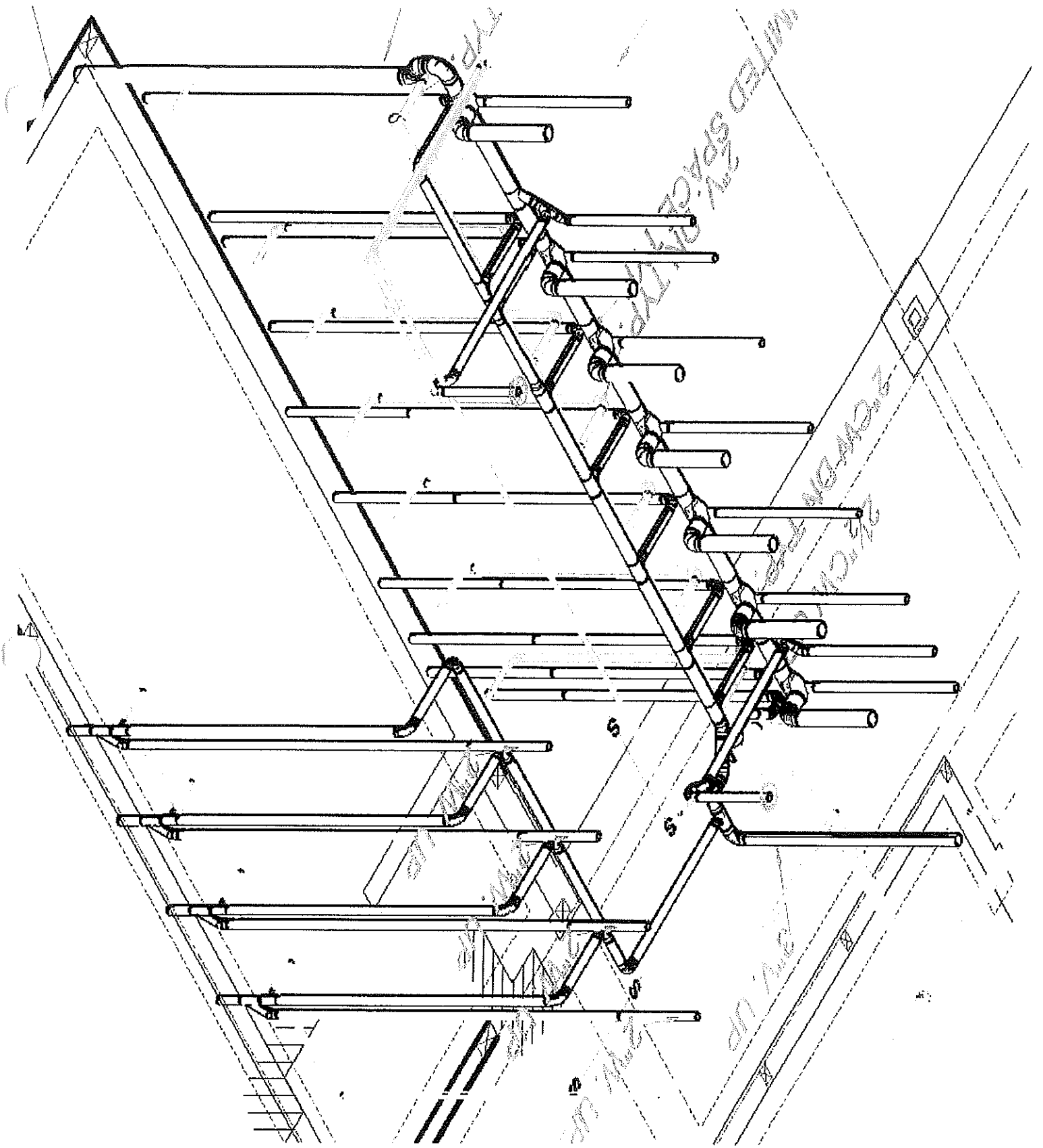
NEW PIPING SHOWN IN BLACK & BLUE



NEW PIPING SHOWN IN BLACK & BLUE









October 12, 2016

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030

Attn: Mr. Greg Grant/CFW, INC.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
PCI No. 0065 Increase vent pipe size in MPR Building per RFI 094

Dear Mr. Grant,

We request a Change Order to our contract for the following:

Increase vent pipe size in all plumbing systems with in the MPR Building to meet code requirements

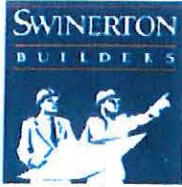
Phase	Category	Description	Subcontractor	Quote
220010	71140	Increase vent pipe size to meet code requirements per RFI 094	CITY COMMERCIAL PLUMBING, INC.	2,726.00
			<b>Subtotal</b>	<b>2,726.00</b>
007480	71160	Subguard	1.15%	31.35
007420	71160	General Insurance	1.15%	31.71
007410	71160	Builders Risk	0.6%	16.54
991000	79999	Fee	15%	420.84
007480	71160	P&P Bond	1%	27.26
			<b>Markup Subtotal</b>	<b>527.70</b>
			<b>PCI Total</b>	<b>3,253.70</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 3,253.70.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray  
PM  
Date: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

10/12/2016

Quotation accepted by:  
Oxnard School District

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

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





**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**

October 11, 2016

TO: SWINERTON BUILDERS

ATTENTION: SCOTT G. AUGUSTINE

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#17

**DESCRIPTION:** RFI#94 - INCREASE VENT SIZE TO MEET UPC#904.1 FOR ALL PLUMBING SYSTEMS IN BUILDING 2 MPR.

**TOTAL COST: \$2,726.00**

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

10/11/2016

**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. 17**

**RE:** RFI#94 VENT SIZING TO MEET UPC #904.1 ALL PLBG SYSTEMS IN BLDG 2 MPR

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	6.00	619.44
PLUMBER	87.39	9.32	814.47
<b>TOTAL LABOR:</b>			<b>1,433.91</b>
<b>OTHER EXPENSE:</b>			
BACKHOE	135.00		0.00
BACKHOE W. WHL	157.00		0.00
<b>TOTAL OTHER EXP.:</b>			<b>0.00</b>
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			931.86
LABOR TOTAL:			1,433.91
SUBTOTAL:			2,365.78
OVERHEAD/PROFIT:	15.00%		354.87
SUBTOTAL:			2,720.64
TEXTURA FEES:	0.18%		4.90
SUBTOTAL:			2,725.54
			0.00
			2,725.54
<b>ROUND UP/DOWN:</b>			<b>\$2,726.00</b>

NOTES:

CHANGE ORDER REQUEST

10/11/2016

**CITY COMMERCIAL PLUMBING, INC.**

MATERIAL LIST

JOB: LEMONWOOD K-8  
2200 CARNEGIE COURT  
OXNARD, CA 93033

CCP JOB NO.: 562  
CHANGE ORDER NO. 17

RE: RFI#94 VENT SIZING TO MEET UPC #904.1 ALL PLBG SYSTEMS IN BLDG 2 MPR

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL COST		25.79		2192.52
		MATERIAL CREDIT		-16.47		-1337.60
		GEN FOREMAN - LAYOUT/COORDINATE		2.00		
		GEN FOREMAN - CADD/REDRAW		4.00		
<b>LABOR &amp; MATERIAL TOTAL</b>				<b>15.32</b>		<b>854.92</b>
<b>SALES TAX:</b>					<b>9.00%</b>	<b>76.94</b>
<b>TOTAL MATERIAL COST:</b>						<b>931.86</b>

JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 09-30-16

COR#17 COST  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

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 MATERIAL Primary  
 LABOR Alternate

NOTES

Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 021:</b>								
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
49010010	HANGER-R.CLAMP-E...	4"	CLEVIS HGR.--BLK.	4	3.98	15.92	0.70	2.80
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						15.92		2.80
<b>Category : Category 050: C.I. SOIL NO HUB HEAVY DUTY</b>								
50010004	C.I. SOIL NO HUB HE...	4"	PIPE--C.I. NO HUB	70	20.01	1,400.70	0.20	14.00
50060004	C.I. SOIL NO HUB HE...	4"	1/4 BEND	3	34.00	102.00	0.78	2.34
50280002	C.I. SOIL NO HUB HE...	2"	COUPLING-N.H. HEAVY DUTY	5	18.30	91.50	0.10	0.50
50280004	C.I. SOIL NO HUB HE...	4"	COUPLING-N.H. HEAVY DUTY	16	24.60	393.60	0.10	1.60
50370002	C.I. SOIL NO HUB HE...	4" x2"	LHO 1/4 BEND	1	46.40	46.40	0.91	0.91
50420004	C.I. SOIL NO HUB HE...	4" x2"	REDUCED SANITARY TEE	4	35.60	142.40	0.91	3.64
Subtotals for Category : Category 050: C.I. SOIL NO HUB HEAVY DUTY						2,176.60		22.99
Subtotals for Section : Section 021:						2,192.52		25.79
Grand Totals						2,192.52		25.79

JOB 994 562COR: 562 - LEMONWO...  
 ESTIMATE 1 562COR: LEMONWOOD K-...  
 DATA SET 2 MECH DATABASE 09-30-16

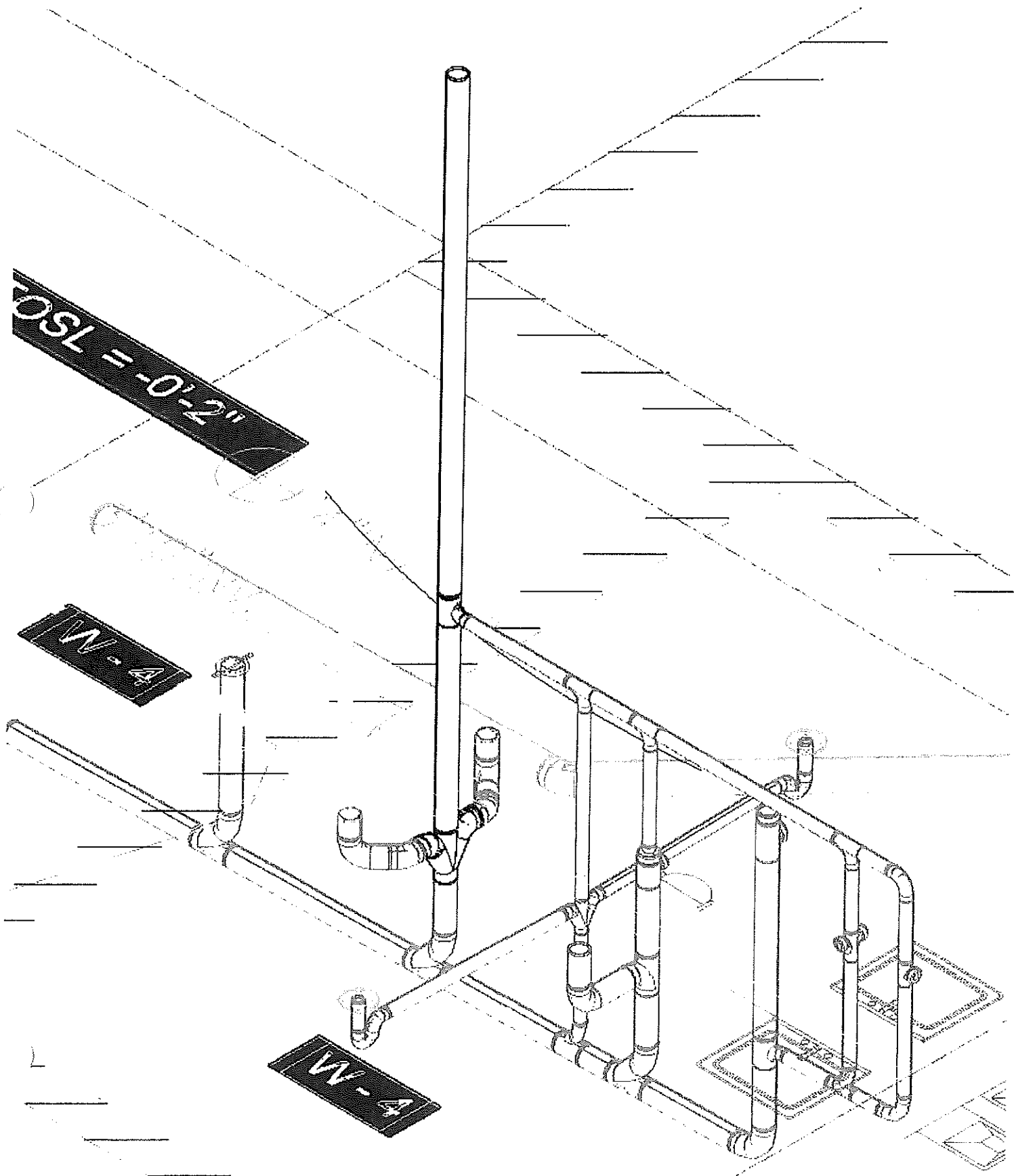
COR#17 CREDIT  
 CITY COMMERCIAL PLUMBING  
 16106 COHASSET ST.  
 VAN NUYS, CA 91406  
 818-785-1145 / (Company Fax)  
 CSNYDER@CCPINC.NET

PRINTED 10/11/2016 4:08:41 PM  
 MATERIAL Primary  
 LABOR Alternate

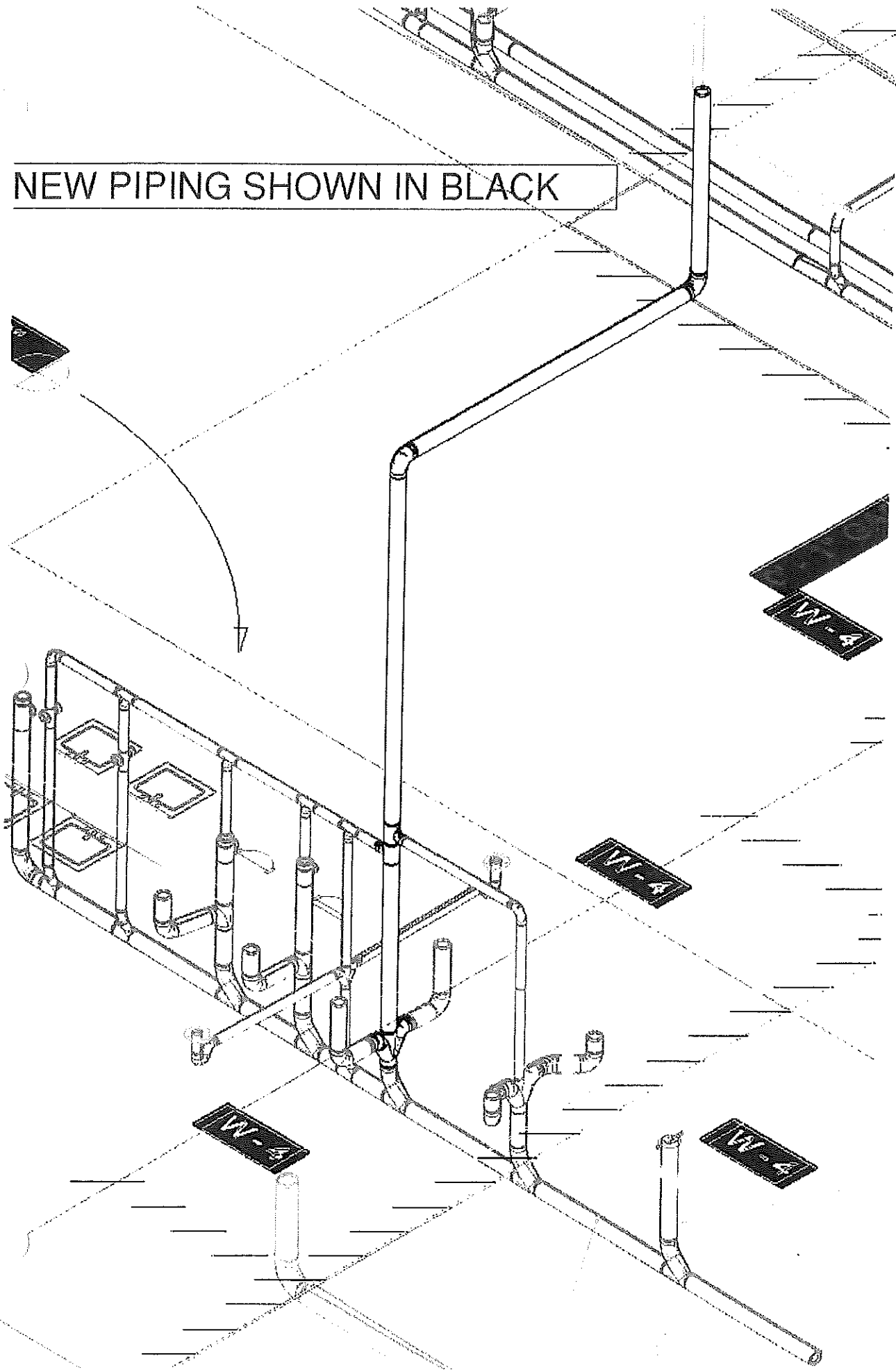
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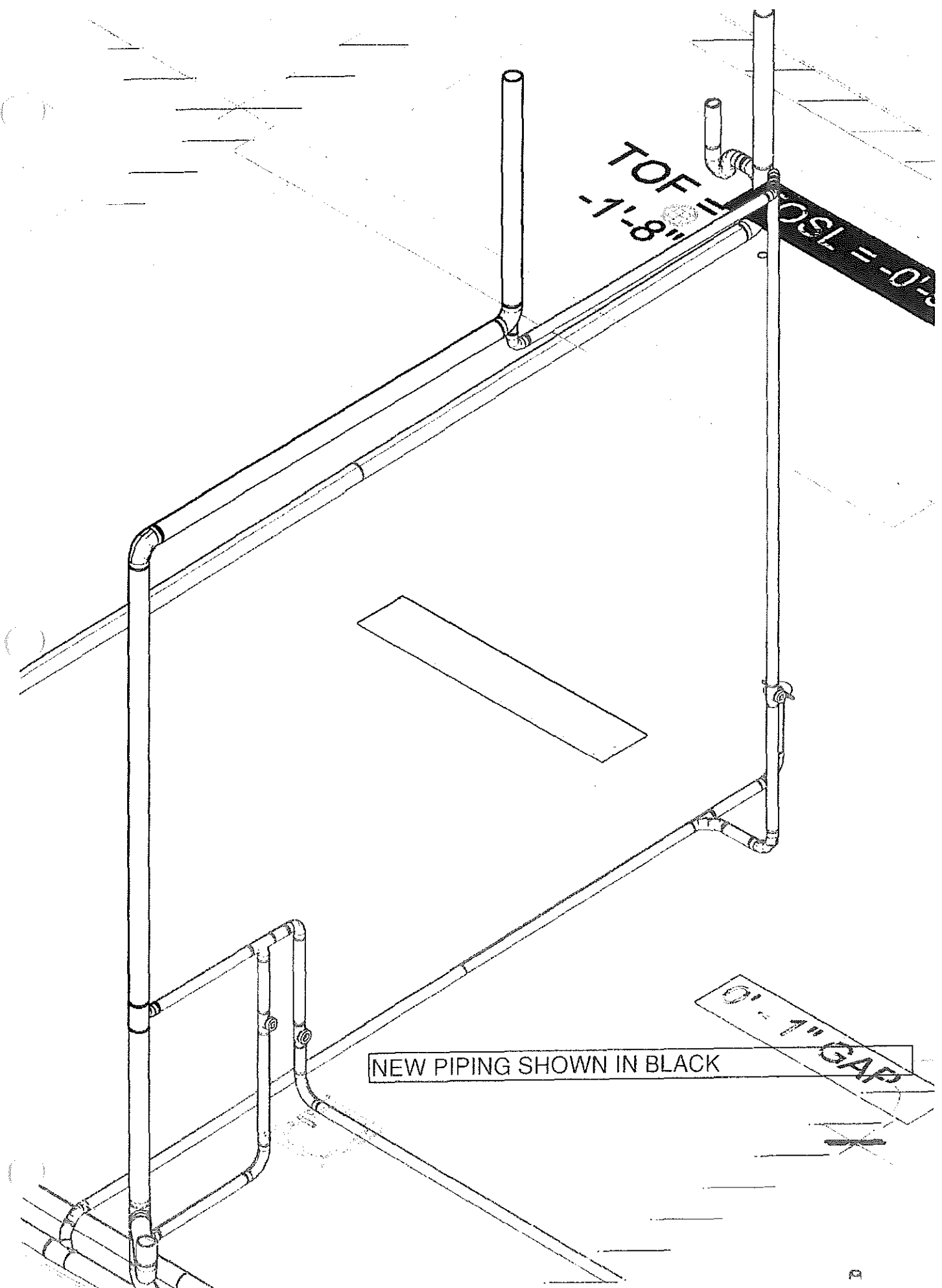
Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
<b>Section : Section 022: COR#16 - CCP#0004 ADD FD-1, TP, PIPING</b>								
<b>Category : Category 049: HANGER-R.CLAMP-ETC.</b>								
49010006	HANGER-R.CLAMP-E...	2"	CLEVIS HGR.-BLK.	-4	2.10	-8.40	0.50	-2.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						-8.40		-2.00
<b>Category : Category 050: C.I. SOIL NO HUB HEAVY DUTY</b>								
50010002	C.I. SOIL NO HUB HE...	2"	PIPE-C.I. NO HUB	-70	11.17	-781.90	0.12	-8.40
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	-5	22.70	-113.50	0.56	-2.80
50280002	C.I. SOIL NO HUB HE...	2"	COUPLING-N.H. HEAVY DUTY	-21	18.30	-384.30	0.10	-2.10
Subtotals for Category : Category 050: C.I. SOIL NO HUB HEAVY DUTY						-1,329.20		-14.47
Subtotals for Section : Section 022: COR#16 - CCP#0004 ADD FD-1, TP, PIPING						-1,337.60		-16.47
<b>Grand Totals</b>						<b>-1,337.60</b>		<b>-16.47</b>

# NEW PIPING SHOWN IN BLACK



NEW PIPING SHOWN IN BLACK





TOF = -1'-8"  
OSL = -0'-0"

NEW PIPING SHOWN IN BLACK

0'-7" GAP





2200 Carnegie Court,  
Oxnard, CA, 93033

Lemonwood K-8 School LLB  
16055106

## Request For Information # 00094

---

To:	SVA ARCHITECTS, INC.	RFI Date:	09/16/2016
Attention:	Tom Bardwell	Date Due:	09/20/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	High
	Dwayne Torres	Schedule/Activity ID:	
		Document Reference:	p2-41.1, .2
		Spec Section:	22000
		Status:	Returned

Subject: Vent Sizing To Meet UPC #904.1 for all Plumbing Systems in BLDG 2 MPR.

---

**INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Per UPC code 904.1, the aggregate cross-sectional area of the vents through the roof shall be not less than that of the largest required building sewer. It appears that every sanitary sewer system in BLDG #2 MPR falls short of this requirement (see attached).

---

**SUGGESTION:**

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Please provide new sizing design that meets this Code requirement.

---

**ANSWER:**

Answered By: Tom Bardwell

Date of Response: 09/26/2016

See attached sketches for vent sizes.

---

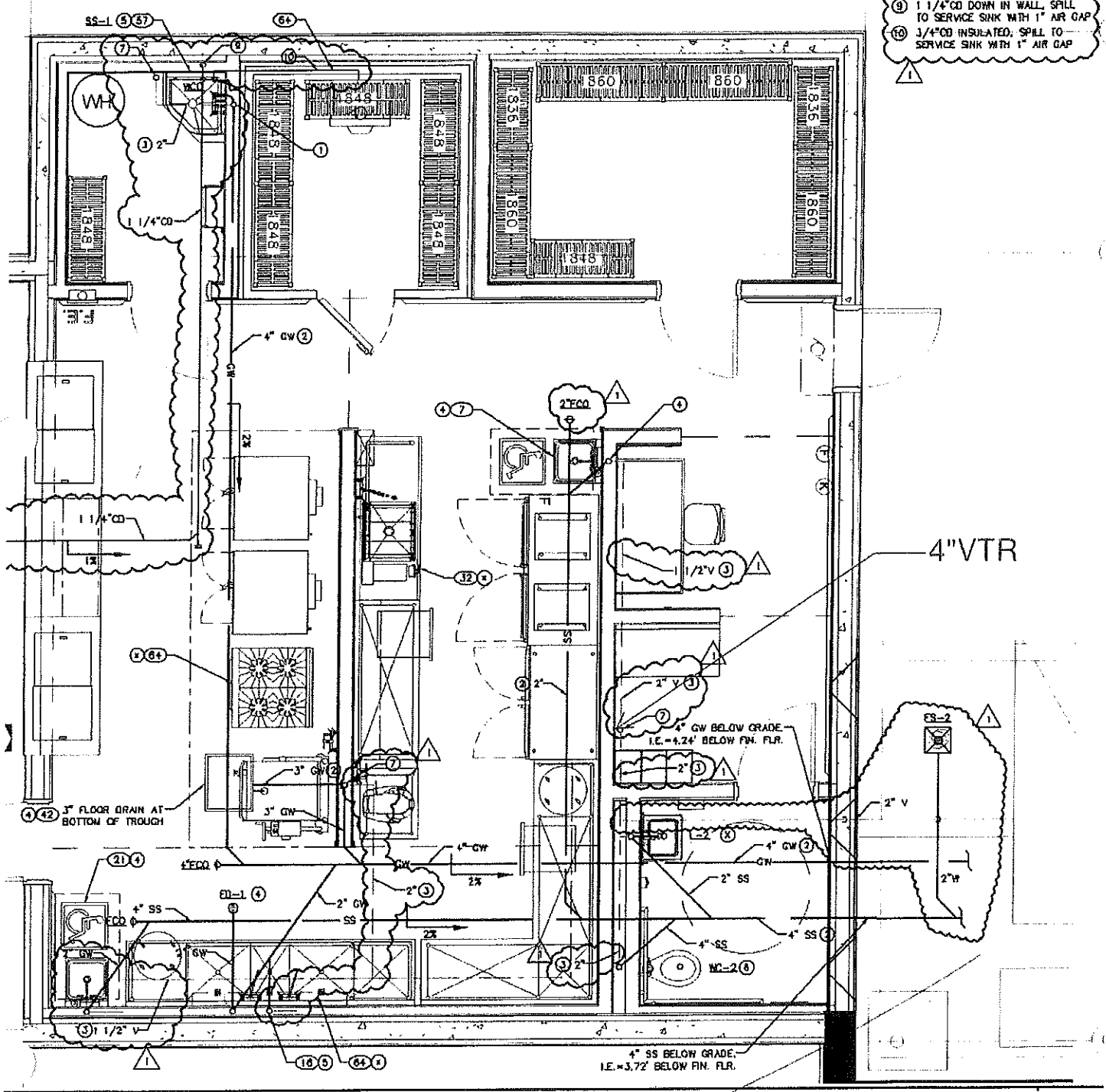
**ATTACHMENTS:**

LEMONWOOD K-8\_CCP\_RFI025  
UPC 904.1  
RFI 94 sketches

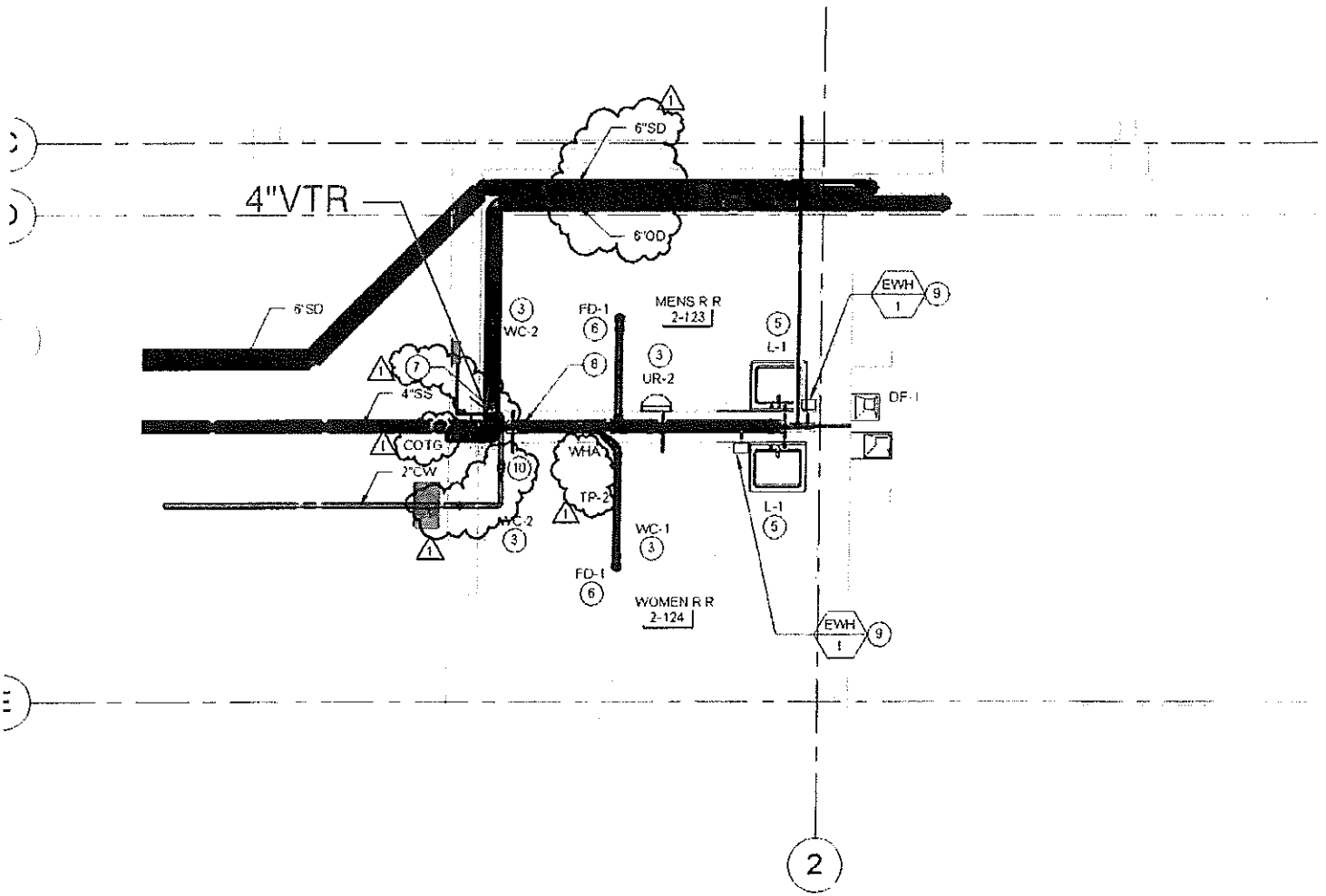
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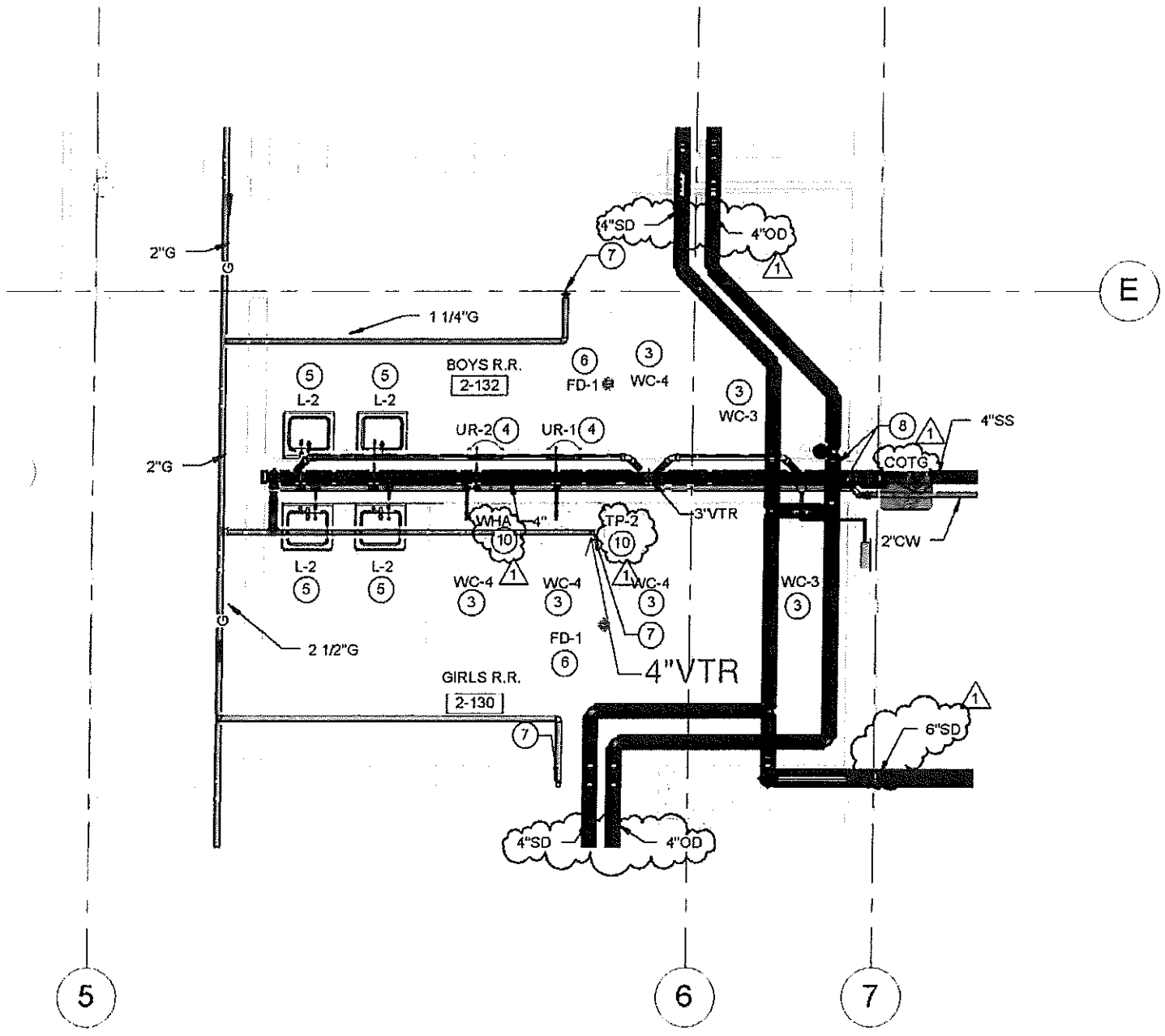
5

- ④ 2" W DN, 1-1/2" V RISE.
- ⑤ 3" GW DN, 1-1/2" V RISE.
- ⑥ 4" W DN, 2" V RISE.
- ⑦ 2" V UP & 2" VTR.
- ⑧ 4" FLUE UP & 4" VTR.
- ⑨ 1 1/4" CD DOWN IN WALL, SPILL TO SERVICE SINK WITH 1" AIR GAP.
- ⑩ 3/4" CD INSULATED, SPILL TO SERVICE SINK WITH 1" AIR GAP.



4" SS BELOW GRADE.  
I.E. = 3.72' BELOW FIN. FLR.







**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: 9-13-16

ATTENTION: Nalani Scanlon

PROJECT: Lemonwood K-8

**REQUEST FOR INFORMATION**

RFI # 025

TIME INVESTED IN THIS RFC: 1hr

SPECIFIC REFERENCE: Vent sizing needs to be increased to meet UPC #904.1 for all Plumbing systems in BLDG 2 MPR.

PLAN REFERENCE: P2-41.1, P2-41.2, P2-11.2

REQUEST: Per UPC code 904.1, the aggregate cross-sectional area of the vents through the roof shall be not less than that of the largest required building sewer. It appears that every sanitary sewer system in BLDG #2 MPR falls short of this requirement (see attached). Please provide new sizing design that meets this Code requirement. Thank you.

-----  
DELAY IMPACT POSSIBLE: Yes

PROBABLE COST IMPACT: TBD

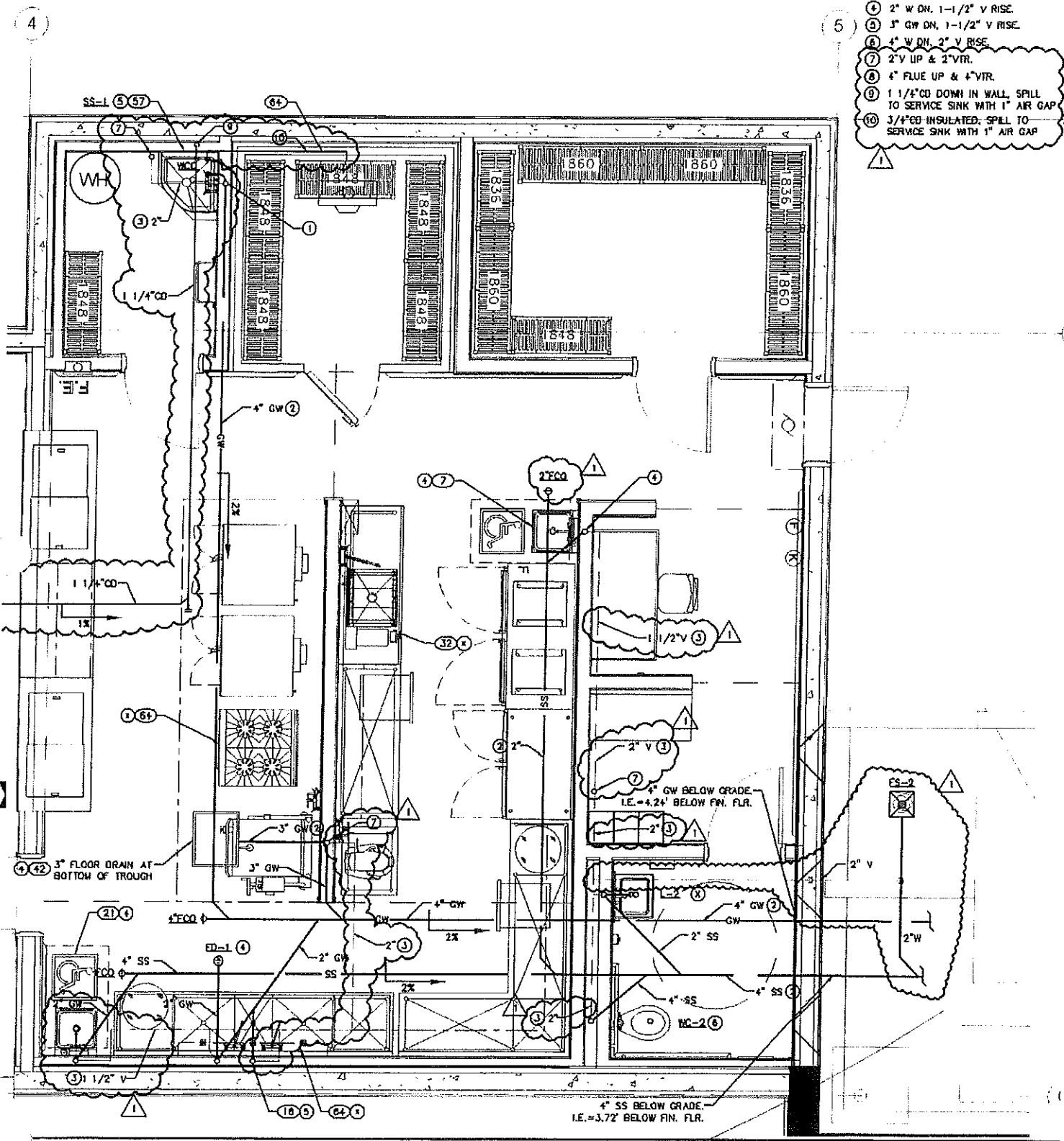
REQUESTED BY: Bob Zio

DATE REQUIRED: ASAP

-----  
RESPONSE:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



- 4 2" W DN. 1-1/2" V RISE.
- 5 3" GW DN. 1-1/2" V RISE.
- 6 4" W DN. 2" V RISE.
- 7 2" V UP & 2" VTR.
- 8 4" FLUE UP & 4" VTR.
- 9 1 1/2" CD DOWN IN WALL. SPILL TO SERVICE SINK WITH 1" AIR GAP
- 10 3/4" CD INSULATED. SPILL TO SERVICE SINK WITH 1" AIR GAP

4

5

SS-1 (5) 57

64

WR

2"

1 1/4" CD

4" GW (2)

2" V (3)

4 7

1 1/4" CD

64

32

1 1/2" V (3)

2" V (3)

4" GW BELOW GRADE. I.E. = +24" BELOW FIN. FLR.

2" V (3)

2" V

ES-2

3" FLOOR DRAIN AT BOTTOM OF TROUGH

4" SS

2" GW

2" V (3)

4" GW

2" SS

2" V (3)

4" SS

4" SS (2)

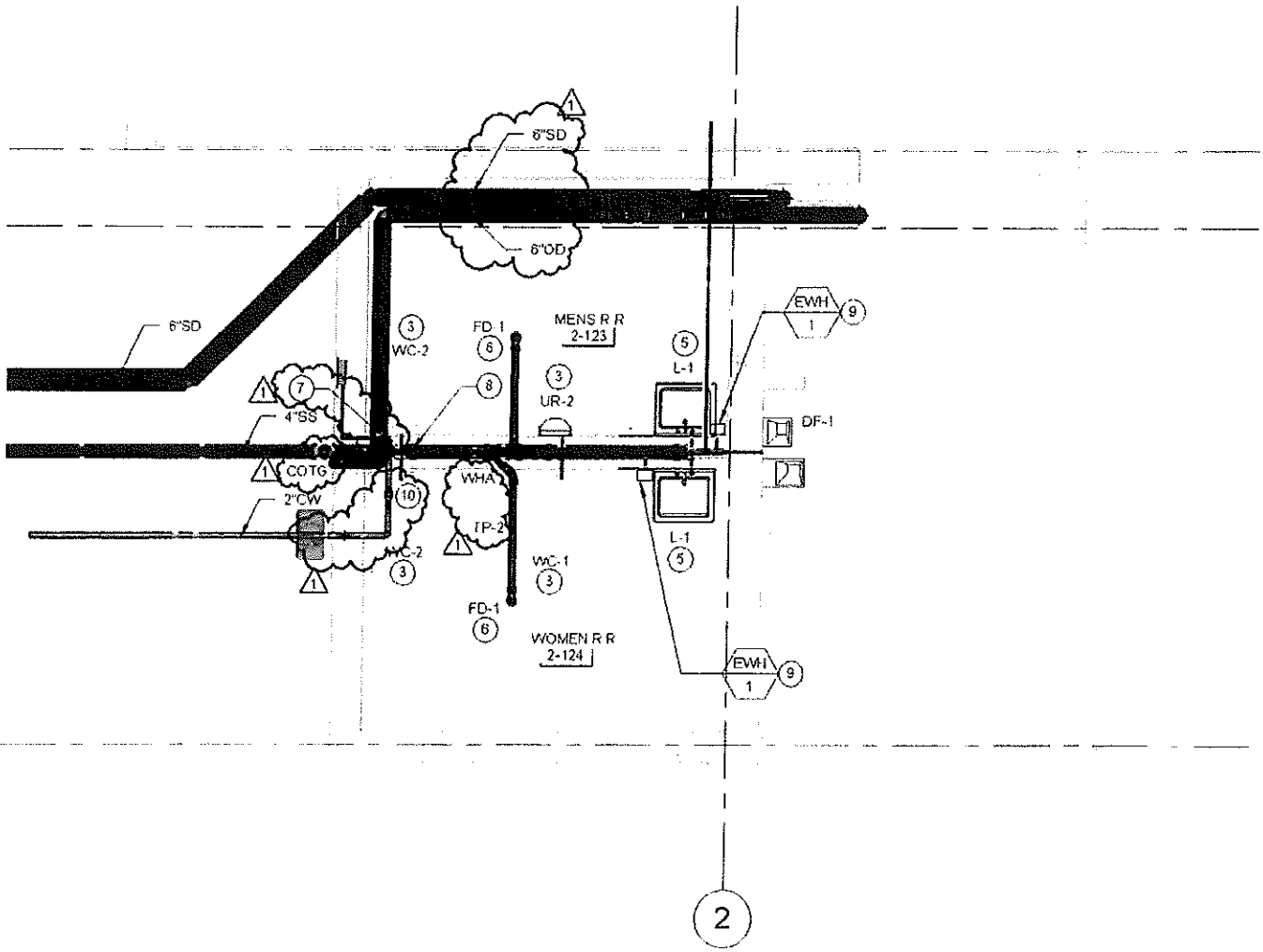
MC-2 (6)

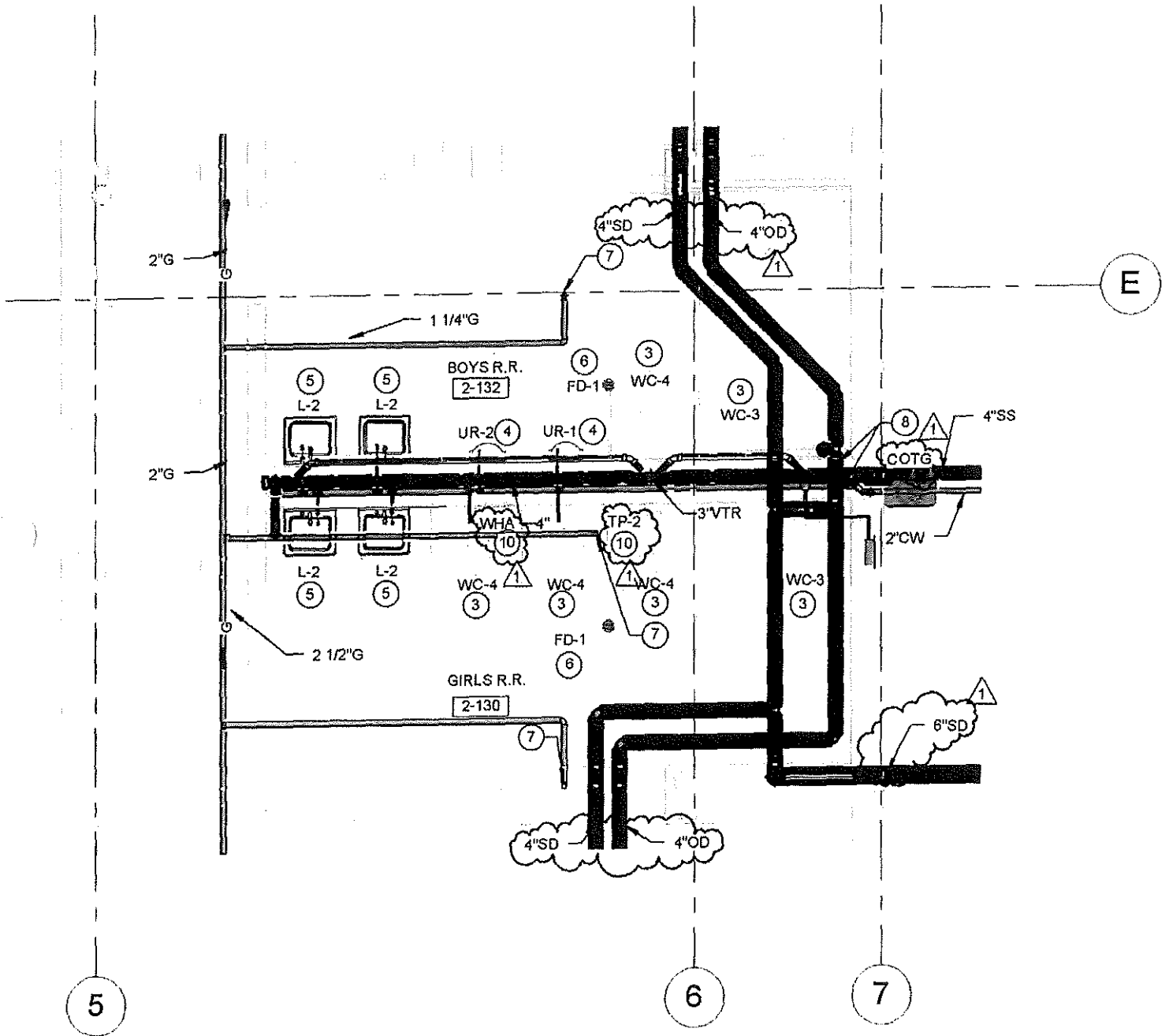
1 1/2" V

18 (5)

64 (2)

4" SS BELOW GRADE. I.E. = 3.72' BELOW FIN. FLR.







## CHAPTER 9

### VENTS

#### 901.0 General.

**901.1 Applicability.** This chapter shall govern the materials, design, and installation of plumbing vent systems.

**901.2 Vents Required.** Each plumbing fixture trap, except as otherwise provided in this code, shall be protected against siphonage and backpressure, and air circulation shall be ensured throughout all parts of the drainage system by means of vent pipes installed in accordance with the requirements of this chapter and as otherwise required by this code.

**901.3 Trap Seal Protection.** The vent system shall be designed to prevent a trap seal from being exposed to a pressure differential that exceeds 1 inch water column (0.24 kPa) on the outlet side of the trap.

#### 902.0 Vents Not Required.

**902.1 Interceptor.** Vent piping shall be permitted to be installed in an interceptor where such interceptor acts as a settling tank and discharges through a horizontal vent pipe into a secondary interceptor. The secondary interceptor shall be properly trapped and vented.

**902.2 Soda Fountains, and Counter.** Traps that are part of the equipment of bars, soda fountains, and counters need not be vented where the location and construction of such bars, soda fountains, and counters make it impossible to do so. Where such traps exist, said sinks shall discharge by means of direct waste pipes into a floor sink or other floor drain receptor.

**902.3 Standards.** Vent pipe and fittings shall conform to the applicable standards referenced in this code.

**903.2.1 Aboveground.** Copper or copper alloy tube for aboveground drainage and vent piping shall have a weight of not less than that of copper or copper alloy drainage tube type DWV.

**903.2.2 Prohibited Use.** Copper or copper alloy tube shall not be used for chemical or industrial wastes as defined in Section 811.0.

**903.2.3 Marking.** Copper or copper alloy tubing, in addition to the required incised marking, shall be marked in accordance with either ASTM B306 or ASTM B88 as listed in Table 1701.1. The colors shall be: Type K, green; Type L, blue; Type M, red; and Type DWV, yellow.

**903.3 Changes in Direction.** Changes in direction of vent piping shall be made by the appropriate use of approved fittings, and no such pipe shall be strained or bent. Burred ends shall be reamed to the full bore of the pipe.

#### 904.0 Size of Vents.

**904.1 Size.** The size of vent piping shall be determined from its length and the total number of fixture units connected thereto, in accordance with Table 703.2. The diameter of an individual vent shall be not less than 1 1/4 inches (32 mm) nor less than one-half the diameter of the drain to which it is connected. In addition, the drainage piping of each building and each connection to a public sewer or a private sewage disposal system shall be vented by means of one or more vent pipes, the aggregate cross-sectional area of which shall be not less than that of the largest required building sewer, as determined from Table 703.2. Vent pipes from fixtures located upstream from pumps, ejectors, backwater valves, or other devices that obstruct the free flow of air and other gases between building sewer and the outside atmosphere shall be

## CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2<sup>nd</sup> 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 (5<sup>th</sup>) 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).

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: February 1, 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 1<sup>ST</sup> Reading \_\_\_\_\_ X 2<sup>nd</sup> Reading \_\_\_\_\_

### FIRST READING – NEW BP 3470 – DEBT ISSUANCE AND MANAGEMENT (Cline)

Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), mandates that the Governing Board adopt a debt management policy prior to issuing any debt, such as general obligation bonds, tax and revenue anticipation notes (TRANs), and certificates of participation. The policy must include (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and the integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. SB 1029 declares the intent of the legislature that, consistent with the recommendation of the Government Finance Officers Associations (GFOA), local agencies adopt comprehensive written debt management policies that are reflective of local, state, and federal laws and regulations.

To comply with this new requirement, the District's Bond counsel has provided the language for this policy based on procedures provided by the California School Boards Association (CSBA). BP 3470 is presented herewith for the Board's consideration.

### FISCAL IMPACT

None.

### RECOMMENDATION

None at this time. BP 3470 will be presented for second reading and adoption at the February 15, 2017 Board meeting.

### ADDITIONAL MATERIAL

Attached: BP 3470 (8 pages)

# **Board Policy**

## **Business and Non-instructional Operations**

### **DEBT ISSUANCE AND MANAGEMENT**

*This Debt Issuance and Management Policy (“**Debt Policy**”) has been approved by the District’s Governing Board in order to ensure compliance with Government Code Section 8855, as amended by Senate Bill 1029 effective January 1, 2017. References to codes, statutes and other legal provisions contained herein are provided solely for convenience, are subject to change and amendment, and shall not be deemed comprehensive or limiting. This Debt Policy may be amended by the Governing Board as it deems appropriate from time to time in the prudent management of the debt of the District.*

#### **Introduction**

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the District shall be consistent with law and this policy.

The District shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Governing Board determines that it is in the best interest of the District, the Governing Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Governing Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Governing Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the District's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the District's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the District issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the District shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

## Goals

The District's debt issuance activities and procedures shall be aligned with the District's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the District shall ensure that it:

1. Maintains accountability for the fiscal health of the District, including prudent management and transparency of the District's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
5. Monitors the District's statutory debt limit in relation to assessed valuation within the District and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the District's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the District at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the District's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

## **Authorized Purposes for the Issuance of Debt**

The District may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the District's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The District may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

## **Authorized Types of Debt**

The Superintendent or designee shall recommend to the Governing Board potential financing method(s) that result in the highest benefit to the District, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
  - a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the District to meet its cash flow requirements (Government Code 53850-53858)
  - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)
  - c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the District (Government Code 53859-53859.08)



2. Long-Term Debt
  - a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)
  - b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)
3. Lease financing, including certificates of participation (COPs) and lease revenue bonds
  - a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)
  - b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429; 17456)
4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs or revenue bonds
5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the District in any fiscal year in which the District has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the District's repayment of that indebtedness is probable. (Education Code 42133)

Refinancing or restructuring of outstanding debt is addressed below under the heading "Refunding/Restructuring."

### **Relationship of Debt to District Facilities Program and Budget**

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of District property and facilities as identified in the District's facilities master plan or other applicable facilities needs assessment or documentation, the projected costs of those needs, schedules for the projects, and the expected resources.

When considering a debt issuance, the Governing Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is

not limited to, the projected ratio of annual debt service to the tax burden on the District's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The District may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

### **Structure of Debt Issues**

The District shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The District shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the District shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Governing Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the District to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15102, 15106, 15268 or 15270, as applicable.

To the extent practicable, the District shall also consider credit issues, market factors, and tax law when sizing the District's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the District shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed or as otherwise provided under applicable federal tax laws but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

## **Method of Sale**

For the sale of any District-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the District. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by the District to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the District than either a negotiated or competitive sale

## **Investment of Proceeds**

The District shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the District. Where applicable, the District's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

With regard to general obligation bonds, the District shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the District to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

## **Refunding/Restructuring**

The District may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the District shall consider the maximization of the District's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

## **Internal Controls**

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the District in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the District and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

The District shall be vigilant in ensuring that bond or other proceeds are only expended in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure or other governing document. This includes maintaining records of draws on said proceeds which identify the purpose and payee of said draw (Government Code 53410)

The policy of the District is to comply with all federal tax and securities laws which may be applicable to its debt, which may include requirements relating to arbitrage, rebate and continuing disclosure. Reviews of such requirements in connection with prior and new debt issues may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews may receive periodic training regarding their responsibilities as needed.

In addition, the Superintendent or designee shall ensure that the District completes, as applicable, all performance and financial audits that may be required for any debt issued by the District, including disclosure requirements applicable to a particular transaction.

## **Records/Reports**

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the District has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the District's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the

financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall from time to time report to the Governing Board regarding debts issued by the District, which reports may include information on actual and projected tax rates, an analysis of bonding capacity, ratings on the District's bonds, market update and refunding opportunities, new development for California bond financings, and the District's compliance with post-issuance requirements.

OSD BOARD AGENDA ITEM

**Name of Contributor: Robin I. Freeman**

**Date of Meeting: 2/1/17**

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

**Board Policy Revisions Regarding Interdistrict Transfers - BP 5117, AR 5117 (Freeman/Ridge)**

The attached Board Policy revisions are recommendations for additional deletions to BP 5117 and AR 5117 submitted to the Board on Dec. 7, 2016 as a first reading. The additional deletions eliminate references to the “District of Choice” program (EC 48300) which were erroneously contained within current OSD Board Policy 5117 and Administrative Regulation 5117. OSD is not identified as a “District of Choice”.

**FISCAL IMPACT:** None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the attached revisions to:

- BP 5117
- AR 5117

**ADDITIONAL MATERIAL:**

BP 5117  
AR 5117

## INTERDISTRICT ATTENDANCE

~~The Board of Trustees recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.~~

The Governing Board recognizes that parents/guardians of students who reside in one district may, for a variety of reasons, choose to enroll their child in a school in another district.

*(cf. 0520.3 - Title I Program Improvement Districts)*

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5118 - Open Enrollment Act Transfers)*

~~Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.~~

~~The interdistrict attendance permit shall not exceed a term of five years and shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied. (Education Code 46600)~~

~~The Superintendent or designee may deny interdistrict attendance permits because of overcrowding within district schools or limited district resources.~~

### Interdistrict Attendance Permits

*The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)*

*The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)*

*Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.*

### Transportation

~~The district shall not provide transportation beyond any school attendance area. Upon request, the Superintendent or designee may authorize transportation for interdistrict transfer students to and from designated bus stops within the attendance area if space is available. Priority for such transportation shall be based on demonstrated financial need.~~

#### ~~Limits on Student Transfers Out of the District to a School District of Choice~~

~~The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.~~

~~In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)~~

~~(cf. 3100—Budget)~~

~~(cf. 3460—Financial Reports and Accountability)~~

~~The district may deny a transfer of a student out of the district to a school district of choice if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301)~~

#### *Legal Reference:*

##### EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Regional occupational center/program, enrollment of students, interdistrict attendance

##### ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

##### COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

#### *Management Resources:*



CSBA PUBLICATIONS

*Transfer Law Comparison, Fact Sheet, March 2011*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

## INTERDISTRICT ATTENDANCE

*In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.*

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

1. *When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)*

*(cf. 5131.2 - Bullying)*

2. *To meet the child care needs of the student. Such a student may be allowed to continue to attend district schools only as long as he/she continues to use a child care provider within district boundaries.*
3. *To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel.*

*(cf. 6159 - Individualized Education Program)*

4. *When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance.*
5. *To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year.*
6. *To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school.*
7. *When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district.*
8. *When the student will be living out of the district for one year or less.*

9. When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.

*(cf. 5113.1 - Chronic Absence and Truancy)*

10. When there is valid interest in a particular educational program not offered in the district of residence.

11. To provide a change in school environment for reasons of personal and social adjustment.

Every interdistrict attendance permit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600)

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

*(cf. 5145.6 - Parental Notifications)*

*Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code 46603)*

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*Once a student is admitted to a school on the basis of an interdistrict attendance permit, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. (Education Code 46600)*

~~The Superintendent or designee shall ensure that any communication sent to parents/guardians is factually accurate and does not target particular neighborhoods or~~

~~individual parents/guardians on the basis of a child's actual or perceived academic or athletic performance or any other personal characteristic. (Education Code 48301)~~

~~The district shall give priority for attendance to siblings of students already in attendance in the district. (Education Code 48306)~~

~~The district may give priority for attendance to children of military personnel. (Education Code 48306)~~

~~Acceptance of Interdistrict Transfer applications shall be based on the following priorities:~~

~~Any existing entrance criteria for specialized schools or programs shall be uniformly applied to all applicants. (Education Code 48305)~~

~~Not later than 90 30 days after the district receives an application for transfer, the Superintendent or designee shall notify the parent/guardian in writing whether the application has been provisionally accepted or rejected and of the student's position on any waiting list.~~

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~~Whenever the number of applicants exceeds the number of interdistrict transfers that may be accepted as determined by the Governing Board, students accepted for transfer shall be selected by a random drawing of the provisionally accepted applications.~~

~~Final acceptance or rejection of applications shall be made by May 15 preceding the school year for which the student may be transferred. (Education Code 48308)~~

~~However, if an application is submitted for a student who is residing with a parent/guardian enlisted in the military and that parent/guardian was relocated by the military 90 days prior to the submission of the application, then the district shall make a final decision to accept or reject the application within 90 days of its receipt. If the student's application has been submitted less than 90 days prior to the beginning of the school year, then the district shall accept or deny the application before the school year begins. Upon his/her acceptance, the student may immediately enroll in a district school. (Education Code 48308)~~

~~The Superintendent or designee shall notify the student's district of residence of the district's decision.~~

~~(cf. 5111.1—District Residency)~~

~~(cf. 5116.1—Intradistrict Open Enrollment)~~

~~Final acceptance of the transfer is applicable for one school year and shall be renewed automatically each year unless the Board, by adoption of a resolution, withdraws from participation in the program and no longer accepts transfer students from other districts. (Education Code 48308)~~

~~The district may accept any completed coursework, attendance, and other academic progress credited to an accepted student by any district(s) he/she has previously attended and may grant academic standing to the student based upon the district's evaluation of the student's academic progress. (Education Code 48309)~~

~~(cf. 6146.3—Reciprocity of Academic Credit)~~

~~The district may revoke a student's enrollment if he/she is recommended for expulsion pursuant to Education Code 48918. (Education Code 48309)~~

~~The district may deny a transfer into the district under the district of choice program if:~~

- ~~1. — The Board determines that the transfer into or out of the district would negatively impact a court ordered or voluntary desegregation plan of the district. (Education Code 48301)~~
- ~~2. — The transfer into the district would require the district to create a new program to serve that student, except that the district shall not reject the transfer of a student with disabilities or an English learner. (Education Code 48303)~~



# 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.”*