

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

**Dr. Cesar Morales**  
District Superintendent  
**Mrs. Janet Penanhoat**  
Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Dr. Anabolena DeGenna**  
Assistant Superintendent,  
Educational Services

**AGENDA #3**  
**REGULAR BOARD MEETING**  
**Wednesday, September 5, 2018**  
**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 – Charter Spectrum Channel 20 &  
Frontier Communications - Channel 37

September 5, 2018

## 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.

#### **ROLL CALL:**

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

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

Ms. Mary Truax, Special Education Manager, will introduce Preschool students Everett Cunningham, Mateo Cardenas, Donovan Melendez, and Andrew Nombrano, who will lead the audience in the Pledge of Allegiance.

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

The District’s Vision Statement will be read by Charlotte Watts, preschool student. Iris Canongo, Kamala School student and Monarch Mentor will recite the Mission Statement in both English and Spanish.

### A.4 Presentation by San Miguel Infant and Preschool Program

Ms. Mary Truax, Special Education Manager, will provide a short presentation to the Board regarding San Miguel Infant and Preschool Program. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

### A.5 Adoption of Agenda (Superintendent)

Moved:  
Seconded:  
Vote:

#### **ROLL CALL VOTE:**

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

### A.6 Study Session – State Aid Presentation by CFW (Morales/Penanhoat/CFW)

The Board of Trustees will receive a presentation regarding a status update on the State Aid Program and the District’s eligible projects.

### A.7 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

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

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



## Section A PRELIMINARY

### A.8 Closed Session

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1. Pursuant to Section 54956.9 of *Government Code*:
  - Conference with Legal Counsel – Anticipated Litigation: 1 case
  - Conference with Legal Counsel – Existing Litigation: 4 cases
    - Office of Administrative Services Case No. OAH 2018030408
    - Office of Administrative Services Case No. OAH 2018051067
    - Final Settlement Agreement and General Release Case No. IT00806
    - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  
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 at Teal Club Road, North of Teal Club Road, and South of Doris Avenue
    - Agency Negotiators: Superintendent/Assistant 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 Vaca
  - Reassignment:
    - a. Appointments: Principal, Soria & Assistant Principal, Haydock

### A.9 Reconvene to Open Session

**7:00 PM**

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### A.10 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:

### A.11 Report - College Readiness (DeGenna/Thomas)

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Preparing for college starts in elementary school. The Educational Services Department will present the Board of Trustees a plan for the 2018-2019 school year to educate the Oxnard School District students and families about what it takes to be on a college ready path.

**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 \_\_, Morrison \_\_, Cordes \_\_**

### *C.1 Agreements*

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

#### Academic:

- #18-97 Jennifer A. Blok, Consultant, to provide Rose Avenue students with instrumental and vocal music lessons using curriculum based songs and activities, term of agreement September 6, 2018 through June 7, 2019; amount not to exceed \$9,800.00, to be paid from LCFE Intervention funds. DeGenna/  
Ordaz

#### Support Services:

- #18-91 Art Trek, Inc., to provide art activities for the children of parents attending Oxnard School District’s Strengthening Our Families event on September 22, 2018. Art Trek, Inc. will provide activities within visual arts and dance that are correlated to the event’s theme of wellness. Art Trek will also provide parent workshops to provide information on “hands on” activities to families regarding the therapeutic value of the arts within wellness for both adults and children; amount not to exceed \$3,000.00, to be paid from Title 1 funds. DeGenna/  
Ridge

### *C.2 Ratification of Agreements*

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

#### Academic:

- #18-103 El Centrito Family Learning Centers – Mis Padres y Yo, agreement formalizes programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of El Centrito Family Learning Centers. Mis Padres y Yo is a Parent and Child Together (PACT) strategy. Workshops focus on providing child development and nurturing support for parents of infants to 3 year olds, term of agreement August 9, 2018 through June 30, 2019; amount not to exceed \$35,000.00, to be paid from First 5/Oxnard NfL funds. DeGenna/  
Thomas
- #18-104 El Centrito Family Learning Centers - Ramona NfL Preschool, Agreement/MOU formalizes the partnership between Oxnard School District and El Centrito Family Learning Centers and makes it possible for each agency to use their resources to benefit the children of the Oxnard School District by providing young children with Head Start services at Ramona NfL Preschool for the 2018-2019 school year, term of the agreement July 1, 2018 through June 30, 2019, no fiscal impact. DeGenna/  
Thomas

**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.2 Ratification of Agreements (continued)**

It is recommended that the Board ratify the following agreements:

Dept/School

**Facilities:**

- #17-288 Ratification of Change Order #1 with Channel Islands Roofing, Inc. for Roof Replacement 2018 – Various Sites. On April 18, 2018, the Board approved the Award of Formal Bid #17-03 and the Approval of Agreement #17-288 for Roof Replacement 2018 for roof replacement at the Operations Service Center in the amount of \$40,309.00. Upon commencement of construction the project team encountered unforeseen conditions during the demolition activity which required removal and replacement of dry rot and termite damaged plywood decking. It is requested that the Board of Trustees ratify Change Order #1 in the amount of \$3,150.68 to the original contract amount. The current contract amount would be \$43,459.68; amount not to exceed \$3,150.68, to be paid from Deferred Maintenance funds.

Penanhoat/  
Fateh

**Special Education:**

- #18-95 Center for Developing Kids, Inc. to provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete occupational therapy evaluations; amount not to exceed \$10,000.00, to be paid from Special Education funds.

DeGenna/  
Sugden

**Support Services:**

- #15-21 Ratification of Amendment #2 with CSBA's Practi-Cal Inc. Amendment #2 in the amount of \$360,000.00 is necessary to cover the continuation of CSBA's Practi-Cal Inc.'s services for another 3-year period through the 2020-2021 fiscal year, bringing the total contract amount to \$580,000.00. This will enable CSBA's Practi-Cal Inc. to bill the District for the percentage of the amount received in the Medi-Cal reimbursements. Total cost not to exceed \$120,000.00 per year, amount not to exceed \$360,000.00 for three years, to be paid from LEA Medi-Cal funds.
- #18-92 Big Brothers Big Sisters of Ventura County (BBBSVC) to provide a professional program manager at Lemonwood Elementary School to implement their evidenced-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors, no fiscal impact.
- #18-93 The Coalition for Family Harmony to provide education groups on dating violence prevention to identified students at the Middle School Academies. Referrals to additional services offered by The Coalition for Family Harmony will be provided to identified students and families, no fiscal impact.
- #18-94 R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens, no fiscal impact.
- #18-96 Children's Resource Program/Ventura County Medical Resource Foundation. The program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care. The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program, no fiscal impact.

DeGenna/  
Ridge

DeGenna/  
Ridge

DeGenna/  
Ridge

DeGenna/  
Ridge

DeGenna/  
Ridge

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Board Bylaws, BB 9323 – Meeting Conduct**

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

***C.3 Approval of Work Authorization Letter #5 to Agreement #13-129 with Knowland Construction Services (KCS) to Provide DSA Inspection Services for the Kinder/Flex Facility Project at Ramona Elementary School (Penanhoat/Fateh/CFW)***

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5 for Master Agreement #13-129 with Knowland Construction Services; amount not to exceed \$90,100.00, to be paid out of the Master Construct and Implementation Funds.

***C.4 Approval of Work Authorization Letter #8 to Agreement #13-126 with MNS Engineers to Provide Waterline Easements for the McKinna Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)***

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #8 for Master Agreement #13-126 with MNS Engineers; amount not to exceed \$2,860.00, to be paid out of the Master Construct and Implementation Funds.

***C.5 Approval of Amendment #005 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project (Penanhoat/Fateh/CFW)***

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #005 to Agreement #12-231 for additional architectural services for the Lemonwood K-8 School Reconstruction Project; amount not to exceed \$13,410.00, to be paid out of the Master Construct and Implementation Funds.

***C.6 Approval of Amendment #007 to Agreement #12-240 with Dougherty and Dougherty for the Harrington ECDC Project (Penanhoat/Fateh/CFW)***

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #007 to Agreement #12-240 with Dougherty and Dougherty for the Harrington ECDC Project for additional architectural and engineering services; amount not to exceed \$19,175.00, to be paid out of Master Construct & Implementation Funds.

***C.7 Approval of Amendment #005 to Agreement #13-121 for SVA Architects to Provide Additional Architectural Services for the Elm School Reconstruction Project (Penanhoat/Fateh/CFW)***

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #005 to Agreement #13-121 with SVA Architects for the Elm Reconstruction Project for additional architectural and engineering services; amount not to exceed \$13,410.00, to be paid out of Master Construct & Implementation Funds.

**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.8 Approval of Contractor Contingency Allocation No. 003 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project (Penanhoat/Fateh/CFW)***

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 003 to Construction Services Agreement #17-117 with Bernards, for additional items of work related to the Marshall New Classroom Building Project; amount not to exceed \$81,969.00, to be paid out of Master Construct & Implementation Funds.

***C.9 Approve Out of State Travel Q Users Experience - Michigan (DeGenna/Mitchell)***

It is the recommendation of the Assistant Superintendent, Educational Services and the Chief Information Officer, that the Board of Trustees approve the out of state conference as outlined; amount not to exceed \$7,000.00, to be paid from the Information Technology Services Budget in the General Fund.

***C.10 Rejection of Liability Claim: VCBA07733A1 (Vaca/Magaña)***

Acting on the advice of Joint Powers Authorities, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA07733A1. No expected fiscal impact from this claim.

***C.11 Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2018-2019 (DeGenna/Thomas)***

This Public hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State law, Notice of Public Hearing will be posted on September 6, 2018. It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees approve setting the date of October 10, 2018 for Public Hearing to determine sufficient textbooks or instructional materials.

***C.12 Approval to Set Date for Notice of Public Hearing re: Sunshine of the California School Employees Association's (CSEA), Chapter #272 and the Oxnard School District's (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)***

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA. It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule September 19, 2018 for the Public Hearing for CSEA and the District's proposals.

***C.13 Establish/Abolish/Increase/Reduce Hours of Position (Nair)***

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment and increase of the positions as presented.

***C.14 Personnel Actions (Vaca/Nair)***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the personnel actions, as presented.

**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 Variable Term Waiver in Speech Pathology for 2018-19 for Cinthya Torres (Vaca)***

The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver in Speech Pathology, as described under Education Code: 44265.3, for Cinthya Torres to serve as a Speech Pathologist at Lemonwood, K-8 School for the 2018/19 school year beginning August 14, 2018, while employee enrolls and finishes a credential program.

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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver in Speech Pathology for Cinthya Torres, as presented.

**ROLL CALL VOTE:**

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

***D.2 Approval of Variable Term Waiver for Bilingual Authorization for 2018-19 for Sugrey Reyes (Vaca)***

The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver, as described under Education Code 44253.3, for Sugrey Reyes to serve as a Transitional Bilingual Education (TBE) first grade teacher at Sierra Linda, K-5 School for the 2018-19 school year beginning August 14, 2018, until the employee takes and passes the Spanish California Teacher of English Learners (CTEL) examinations and obtains bilingual authorization.

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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Sugrey Reyes for the 2018-19 school year, as presented.

**ROLL CALL VOTE:**

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

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



## Section D ACTION ITEMS

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

### ***D.3 Ratification of Agreement/ MOU #18-105 with Butte County Office of Education/California Mini-Corps (Vaca)***

The California Migrant Mini-Corps Program provides migrant students in our district with tutoring services. The tutors are hired through and supervised by the Butte County Office of Education. The tutoring services can occur during the regular school day, summer school, or Saturday School. There is no cost to the Oxnard School District for these services.

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

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees ratify Agreement/MOU #18-105 with Butte County Office of Education/California Mini-Corps for tutoring services, as presented.

#### **ROLL CALL VOTE:**

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

### ***D.4 Approval of Amendment #1 to Lease-Leaseback Agreements #17-215, #17-216, and #17-217 between the Oxnard School District and Viola Inc. to provide Lease-Leaseback Construction Services for the Ramona Kindergarten Project (Penanhoat/Fateh/CFW)***

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-215, #17-216 and #17-217, with Viola Inc., to provide Construction Services related to the Ramona Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code; amount not to exceed \$834,200.84, to be paid out of Master Construct and Implementation Funds. All expenditures related to the proposed agreements will be cost coded to Ramona Kindergarten Project under the object code 06270 – Main Construction Costs.

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

#### **ROLL CALL VOTE:**

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

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

**Section D  
ACTION ITEMS**

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

(continued)

**D.5 Approval of Emergency Resolution #18-10 and Ratification of Change Order No. 001 to Construction Services Agreement #17-212 with Viola Constructors Inc. for the Kinder/Flex project at McAuliffe Elementary School (Penanhoat/Fateh/CFW)**

The contract for contaminated soils haul-off to the landfill, in compliance with the State of California, Department of Toxic Substances Control, will be executed as a change order on a lump sum basis at a cost of \$417,326.08. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Emergency Resolution #18-10, and ratify Change Order No. 001 to Construction Services Agreement #17-212 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at McAuliffe Elementary School; amount not to exceed \$417,326.08, to be paid out of the Master Construct and Implementation Funds.

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

**ROLL CALL VOTE:**

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

**D.6 Approval of Emergency Resolution #18-11 and Ratification of Change Order No. 002 to Construction Services Agreement #17-218 with Viola Constructors Inc. for the Kinder/Flex Project at Ritchen Elementary School (Penanhoat/Fateh/CFW)**

The costs of contaminated soils removal from the Ritchen site are larger than 10% of the project construction cost. For this reason, approval of Emergency Resolution #18-11 has been requested. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Emergency Resolution #18-11, and ratify Change Order No. 002 to Construction Services Agreement #17-218 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Ritchen Elementary School; amount not to exceed \$326,979.90, to be paid out of the Master Construct and Implementation Funds.

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

**ROLL CALL VOTE:**

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

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

## Section E APPROVAL OF MINUTES

### *E.1 Approval of Minutes*

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It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

- May 17, 2017, Regular Board Meeting
- May 31, 2017, Special Board Meeting
- June 7, 2017, Regular Board Meeting
- June 21, 2017, Regular Board Meeting

Moved:  
Seconded:  
Vote:

### **ROLL CALL VOTE:**

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

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

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

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

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

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

## Section G CONCLUSION

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

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

Notes:

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

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

Notes:

### G.3 ADJOURNMENT

Moved:  
Seconded:  
Vote:

#### **ROLL CALL:**

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

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



**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.







# OXNARD SCHOOL DISTRICT

Ventura County

Overview of State Aid Applications and  
New Programs

*Board of Trustees Study Session  
September 5, 2018*

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6425 CHRISTIE AVENUE  
SUITE 270  
EMERYVILLE, CA 94608  
(510) 596-8170

815 COLORADO BLVD  
SUITE 201  
LOS ANGELES, CA 90041  
(323) 202-2550

1901 S. VICTORIA AVENUE  
SUITE 106  
OXNARD, CA 93035  
(805) 201-1989

**CFW**  
*Planning and Financing Better  
Schools for California Students*

# Overview of State Aid Applications

The Master Construct Program utilizes an integrated strategy to leverage State Aid new construction and modernization grants for planned capital improvements over time

Through June, the District has submitted approximately \$41.5 million in State new construction applications and approximately \$2.5 million in State modernization applications, for a combined total of \$44 million

As directed by the Board an additional \$18.4 million in State aid applications were submitted in July, now totaling approximately \$62.4 million

Seabridge DSA approval is anticipated this month for the partial reimbursement of prior land acquisition costs of \$3.9 million and potential new construction of \$8.7 million

This will add another \$8.7 million to the total

	Application	*Estimated Grant	Application Type
<b>Previously Submitted</b>			
1	Seabridge Land	\$3,878,426	New Construction
2	Harrington	\$10,738,130	New Construction
3	Driffill Kindergarten	\$1,728,882	New Construction
4	Lemonwood	\$12,455,490	New Construction
5	Marshall	\$4,194,344	New Construction
6	Elm	\$8,465,135	New Construction
7	McAuliffe	\$113,206	Modernization
8	Fremont	\$1,034,521	Modernization
9	Harrington ECDC	\$596,040	Modernization
10	Lemonwood Like for Like	\$770,700	Modernization
	<b>Total</b>	<b>\$43,974,873</b>	
<b>Recently Submitted (July 2018)</b>			
1	Ritchen Kinder	\$796,149	New Construction
2	Brekke Kinder	\$633,770	New Construction
3	McAuliffe Kinder	\$851,787	New Construction
4	Lemonwood Use of Grants	\$1,906,602	New Construction
5	Elm Use of Grants	\$832,824	New Construction
6	Marshall Use of Grants	\$957,376	New Construction
7	McKinna	\$10,089,359	New Construction
8	McKinna Use of Grants	\$957,748	New Construction
9	Ramona Kinder	\$648,804	New Construction
10	Elm Like for Like	\$330,300	Modernization
11	McKinna Like for Like	\$440,400	Modernization
	<b>Total</b>	<b>\$18,445,117</b>	
	<b>Total Applications</b>	<b>\$62,419,991</b>	

*\*Estimated Grants amounts may vary from State lists and are pending State review of application*

# Full-Day Kindergarten Grant Program

---

- As part of the State’s budget for 2018-19, AB 1808, Article 7 created the Full-Day Kindergarten Facilities Grant Program (Program) providing \$100 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction
- OPSC defines “Full-Day Kindergarten” as a school day program exceeding 4 hours, exclusive of recesses
- Projects may consist of the construction of a new facility or the acquisition and conversion of an existing building for public school use
- This program is not designed to provide full-day kindergarten classrooms for projected kindergarten enrollment growth
- Grants shall only be awarded to districts that lack the facilities to provide full-day kindergarten or lack facilities that satisfy the design requirements for new kindergarten classrooms
- Districts shall provide 50% of the cost of new construction and 40% of retrofit projects, unless the district meets the requirements for Financial Hardship
- Program funds made available to districts shall supplement, not supplant, existing funds available for school facilities construction

# Program Funding Rounds

---

- OPSC proposed that the funding be available for Program applications will be split between two rounds in the following manner:

<b><u>Funding Round</u></b>	<b><u>Applications Received</u></b>	<b><u>Available Funds</u></b>
First Round	January 2 – 31, 2019	\$37.5 million
Second Round	May 1 – 30, 2019	\$60.0 million

- Department of General Services (DGS) is permitted to charge its administrative costs against the Program for an amount not to exceed 2.5% (\$2.5 million)
- Any funds that return to the Program after the first round is awarded will be included in the amount of the second round
- Applications that do not receive an award during the first round will be returned to the district, who may re-file the application during the second round

# Program Eligibility and Application Process

---

- Eligibility for the program is determined on a site-by-site basis; however, priority for funding is based on districtwide criteria
- A school site will be considered lacking full-day kindergarten facilities if the kindergarten enrollment at the site exceeds the classroom capacity at the site using the SFP loading standard of 25 pupils
- If there are sufficient funds to apportion all submitted valid and completed applications, projects will be funded based on the application receive date
- If funds are insufficient to fully fund all of the applications, priority will be given to school districts that meet either of the following criteria:
  - Meet eligibility requirements for Financial Hardship (40 points)
  - School district with a high concentration of underserved communities (up to 40 points)
- To receive priority, the school district must have a high population of pupils who are eligible for Free and Reduced-Price Meals (FRPM)
- The District's equivalent FRPM rate is 83.5%, meaning the District would receive approximately 65 of 80 possible priority points assuming that the District remains eligible for Financial Hardship

# Modernization Assessment Plan

---

- In July, the Board directed CFW to identify eligible modernization projects that could benefit from a strategy that further maximizes and leverages State aid participation from adopted Measure “R” and Measure “D” projects
- Three projects were identified: McAuliffe Elementary, Ritche Elementary, and Frank Middle which collectively qualify for \$20 million in Financial Hardship eligibility
- There is a unique opportunity to utilize the construction of McKinna and Seabridge as swing space to accommodate the accelerated modernization of these schools over the next 3 years
- Thereafter, the existing McKinna campus will be demolished and the new Seabridge campus will be occupied, eliminating the opportunity to provide interim housing without additional costs
- The only opportunity thereafter will be the ability to utilize the proposed Doris/Patterson site, if approved; however, these facilities are already anticipated to provide swing space to accommodate the modernization of Brekke and Ramona which are projected to qualify for State aid modernization by 2022 and 2024, respectively

# Modernization Eligibility

School	Pupil Grants		Pupils			60% State Match	40% District Match	Financial Hardship
	Standard	SDC (Severe)	Standard	SDC	Total	Total	Total	Total
1 McAuliffe Elementary	\$4,404	\$14,037	710	22	732	\$3,435,654	\$2,290,436	\$5,726,090
2 Ritchen Elementary	\$4,404	\$14,037	611	18	629	\$2,943,510	\$1,962,340	\$4,905,850
3 Frank Middle	\$4,658	\$14,037	1215	0	1215	\$5,659,470	\$3,772,980	\$9,432,450
<b>Total</b>			<b>2536</b>	<b>40</b>	<b>2576</b>	<b>\$12,038,634</b>	<b>\$8,025,756</b>	<b>\$20,064,390</b>

- In the case of Rose, the District has upfronted the planning cost thru DSA approval based on the need to file for a Financial Hardship for application construction
- Alternatively, the District is in a position to file for a Financial Hardship “planning grant” to upfront the planning cost and thereafter either:
  - Option 1 - Continue to finance the construction thru Financial Hardship, or
  - Option 2 - Exit the Financial Hardship program and construct the project either jointly funding construction on a 60/40 basis or, if enough funding is available, fund the construction locally and seek State aid reimbursement upon completion of the project
- In total, approximately \$20.1 million in Financial hardship eligibility is available; approximately \$3 million is available upfront to fund planning and design expenses thru DSA approval
- The grant approval process is expected to take 12 months and does not require DSA, CDE approval, or any upfront expense from the District



# Next Steps

---

- Continue to monitor the progress of existing applications and requests for additional information from OPSC
- Receive direction to proceed to take all steps necessary to apply for the Full-Day Kindergarten Grant Program
- Receive direction to proceed, if desired, with the submittal of a Financial Hardship Planning & Design Grant for McAuliffe, Ritchen, and Frank
- Report progress as needed to the Board and request Board action as required

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Ana DeGenna

**Date of Meeting:** 9/5/18

- 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 \_\_\_\_\_

**College Readiness (DeGenna/Thomas)**

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Preparing for College Starts in Elementary School

Educational Services Department will present a plan for the 2018-2019 school year to educate the Oxnard School District students and families about what it takes to be on a college ready path.

**RECOMMENDATION: Informational Only**

**ADDITIONAL MATERIAL(S):**

None



# HOW COLLEGE

## Early Start to College Readiness Preparing for College Starts in Elementary School

Educating our families about college going mindset and requirements.





# Around the District

- College pride days
- University field trips
  - Students and parents
- Discussions about taking the right classes
- Career days
- Parent workshops and events about A-G
- Guest speakers
- Collaboration with high school administration and counselors
- Growth mindset
  - Students and parents
- Parent meetings about credits and the importance of passing all classes
- Saturday events
- College fairs
- AVID college programs
  - Student education
  - Parent events



# Focused effort

- Target 5<sup>th</sup> and 8<sup>th</sup> grades for strategic conversations about
  - growth mindset
  - goal setting
  - benefits of graduating high school
  - comprehending the idea of college
  - benefits of completing college
  - Focus on the end game goal
    - Find appropriate resources to achieve the goal



# Pilot-Parent Night

Fall 2018

- Pilot a presentation for 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> graders at a K-8
  - Kamala Elementary School
  - Date TBD

What it looks like

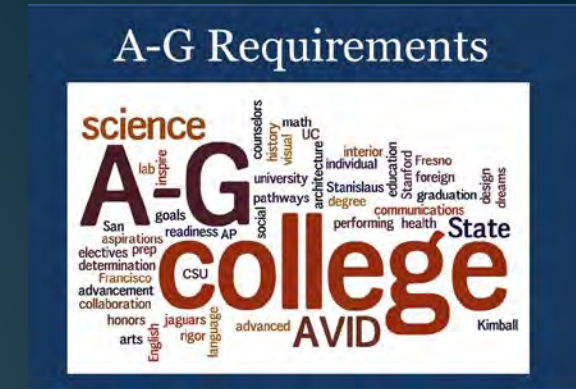
- Science night
- Stem careers
- Educating about career pathways
- A-G and Community Colleges
  - Take advantage of the right resources





# Next steps

- Implement the pilot
- Train counselors
- Roll out into the other 6-8 and K-8 in January and February
- Roll out to K-5 in March
- Revisit eighth graders in March before registering for high school.
  - The high schools send their counselors to the schools to help the eighth graders register for high school classes.

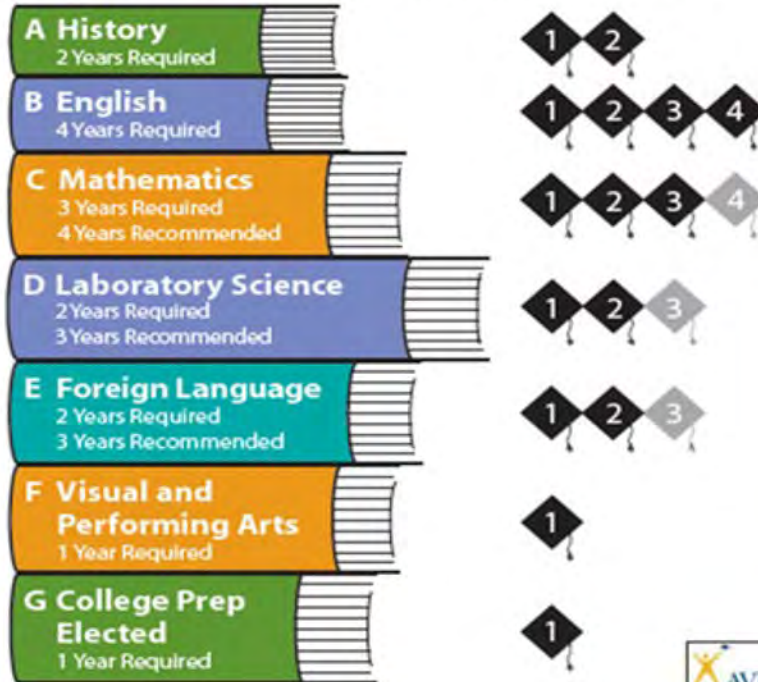


# For 8<sup>th</sup> Graders

## You can go to **COLLEGE**

A-G Requirements\*

California State University ♦ University of California



\* Grades of C or better required.



# Target Partnerships

- OUHSD High Schools
- Oxnard College
- Ventura College
- California Lutheran University
- California State University Channel Islands
- California State University Northridge
- University California Santa Barbara





# Wrap around campaign

- Get the message out in as many parent and student interactions as possible.
- Provide principals resources for parent meetings
  - 3-4 Slides for parent presentations
    - ELAC
    - PTA
    - SSC
    - Coffee with the principal
  - Share with counselors college bound strategies and where to connect with resources



Thank you.



**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/5/18

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

**Approval of Agreement #18-97 – Jennifer A. Blok (DeGenna/Ordaz)**

---

Consultant will provide Rose Avenue students with instrumental and vocal music lessons using curriculum based songs and activities.

28 class days will be provided for Grades TK-5 on Wednesdays, Thursdays, and Fridays, 8:00am – 12:00 pm, 25 minute lessons per class.

Term of the agreement:      **September 6, 2018 to June 7, 2019**

**FISCAL IMPACT:**

\$9,800.00 – LCFF Intervention

**RECOMMENDATION:**

It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-97 with Jennifer A. Blok.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #18-97, Jennifer A. Blok (1 Page)  
                         Scope of Services (1 Page)

**AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-97 BETWEEN  
JENNIFER BLOK, MUSIC CONSULTANT, AND OXNARD SCHOOL DISTRICT  
FOR CLASSROOM MUSIC INSTRUCTION**

This Memorandum of Understanding (MOU) is entered into by **JENNIFER A. BLOK** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate music instruction in the classroom. The MOU sets forth the respective roles and responsibilities each bring to the program.

**JENNIFER A. BLOK** will:

1. Be contracted to provide musical services at the following school:  
Rose Avenue School not to exceed \$9,800.00.
2. Name **OSD** additionally insured in the amount of (\$1,000,000 per occurrence. \$2,000,000 aggregate) from September 6, 2018 to June 7, 2019.
3. Provide the following service: curriculum based songs and musical activities, grade-level concepts (TK-5), musical instruments for the students (percussion, bells, ukuleles, etc.), materials to accompany the lessons, and live demonstrations vocally and on various accompanying instruments – keyboard, guitar, ukulele, recorder.

**OSD** will:

1. Be solely responsible for making all arrangements with the Music Consultant including, but not limited to, specified times and dates for instruction.
2. Be solely responsible for the payment of the Consultant's monthly fee based on the invoice and timesheet completed at the school site.
3. Keep on file current liability insurance certificate verifying insurance compliance naming **OSD** as additionally insured.

This MOU is for the school year consultancy from September 6, 2018 to June 7, 2019.

We hereby agree to this MOU and certify that agreements made herein will be honored.

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer A. Blok, Music Consultant

\_\_\_\_\_  
Date

**JENNIFER BLOK – MUSIC SPECIALIST SCOPE OF MUSIC SERVICES TO BE  
PROVIDED TO ROSE AVENUE SCHOOL 2018-2019**

**Contractor:** Jennifer A. Blok, 2600 E. Ponderosa Dr. #82, Camarillo, CA 93010  
(805) 816-5177 cell, mrsblokmusic@gmail.com

**Proposed Service:** 27 weeks of music class lessons taught by Jennifer A. Blok in grades TK-5 at Rose Avenue School, September 6, 2018 through June 7, 2019.

Students will be engaged in learning music fundamentals taught through interactive lecture style including music and movement, rhythm instrument use, drum circles, ukulele instruction, and musical storytelling, in an age-appropriate and fun manner while preparing for a year-end musical performance. Music fundamentals include the musical attributes of dynamics, tempos, rhythm, pitch, melody, harmony, improvisation, and musical notation.

28 class days will be provided for Grades TK-5 on Wednesdays, Thursdays, and Fridays 8:00am – 12:00pm, 25 minute lesson per class.

Lessons take place in classrooms.

**Cost :** Rate of pay = \$30.00 per hour

12 hrs per week at \$30.00 per hour (\$360.00 per week)

27 weeks at \$360.00 per week (\$9,720.00) = **Not to exceed \$9,800.00**

**Jennifer A. Blok Brief Resume:**

- Bachelor of Music in Music Therapy, University of Evansville, IN
- Music Therapy Internship, Camarillo State Hospital, CA
- Previous Employment: Humboldt Music Academy – Created Music for Students with Special Needs Program, Conejo Valley USD – K-3 music and instrumental coach, Groups Solutions for Christian Home Educators, Oxnard- general music/music history and literature, Beacon Hill Classical Academy, Camarillo – K-8 music
- Current: OMAG – starting 4<sup>th</sup> year, Jennifer Blok Music Studio – providing private instrumental lessons, Gold Coast Wind Ensemble – Principal Oboe



**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/5/18

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

**Approval of Agreement #18-91 – Art Trek, Inc. (DeGenna/Ridge)**

Art Trek, Inc. will provide art activities for the children of parents attending Oxnard School District's Strengthening Our Families event on September 22, 2018. Art Trek, Inc. will provide activities within visual arts and dance that are correlated to the event's theme of wellness. Art Trek will also provide parent workshops to provide information on "hands on" activities to families regarding the therapeutic value of the arts within wellness for both adults and children.

**FISCAL IMPACT:**

Not to exceed \$3,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-91 with Art Trek, Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #18-91, Art Trek, Inc. (1 Page)  
Certificate of Insurance (4 Pages)



# ART TREK, INC.

A 501 (C) (3) non-profit organization  
Oxnard District Programs  
Strengthening Our Families  
September 22, 2018

This Agreement for Instructional Services, effective between [Oxnard School District](#), with its address at [1051 South A Street Oxnard, CA 93030](#) and [Art Trek, Inc.](#), with its principal office at [703 Rancho Conejo Blvd. Newbury Park, CA 91320](#).

Oxnard School District finds that **ART TREK** is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

**SERVICES:** Art Trek shall provide the following services to your school:

Workshop: Strengthening Our Families workshop for up to 250 students and 35 adults.

Saturday, September 22, 2018

Art Trek shall provide instruction for art rotations and presentations from 9:00am – 12:30pm.  
Art Trek shall arrive at 8:00am to set up classrooms.  
Sign-in and classroom assignments to be done by Oxnard staff.

Projects to include visual/performing/literary arts and movement.

All instruction and materials included.


**TOTAL COST FOR WORKSHOP: \$3000.00**

**INVOICING:**

Oxnard shall be invoiced for \$3000.00 to be paid upon completion of the workshop.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can proceed.

  
\_\_\_\_\_  
Nan Young  
Executive Director  
Art Trek, Inc.

July 23, 2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date



**STATE FARM GENERAL INSURANCE COMPANY**  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Box 853925  
 Richardson, TX 75085-3925

**Named Insured**

AT2 M-23-1943-FB17 F N  
 002986 3125  
**ART TREK INC**  
 703 RANCHO CONEJO BLVD  
 NEWBURY PARK CA 91320-1712



**RENEWAL DECLARATIONS**

<b>Policy Number</b>	<b>92-EK-Y298-7</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	JUL 27 2018	JUL 27 2019
The policy period begins and ends at 12:01 am standard time at the premises location		

**Agent and Mailing Address**  
 PAUL RICATTO  
 141 DUESENBERG DR STE 12  
 WESTLAKE VLG CA 91362-3479  
 PHONE: (805) 373-5221  
 (818) 889-2686

**Office Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 1,512.00

Discounts Applied:  
 Renewal Year  
 Years in Business  
 Protective Devices  
 Claim Record

Prepared  
 MAY 14 2018  
 CMP-4000

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Page 1 of 9

## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for ART TREK INC  
 Policy Number 92-EK-Y298-7

**SECTION II - LIABILITY**

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$5,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$10,000,000
General Aggregate	\$10,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

CMP-4101	Businessowners Coverage Form
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4765.1	Excl Empl Non-Owned Auto Liab
CMP-4713.1	Excl Testing Consulting E&O
CMP-4786.1	Add Insd Owners Lessee Sched
CMP-4819.1	Unauthorized Business Card Use
CMP-4698	Back-Up of Sewer or Drain
CMP-4704	Dependent Prop Loss of Income
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4703	Utility Interruption Loss Incm
CMP-4705.1	Loss of Income & Extra Expnse
CMP-4860.1	AI Design Person Org

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Page 5 of 9

## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for ART TREK INC  
Policy Number 92-EK-Y298-7

FD-6007 Inland Marine Attach Dec  
\* New Form Attached

**SCHEDULE OF ADDITIONAL INTERESTS**

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP47861  
**Loan Number:** N/A

TOPA TOPA ELEMENTARY  
916 MOUNTAIN VIEW AVE  
OJAI CA 930232032

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP47861  
**Loan Number:** N/A

MIRA MONTE ELEMENTARY SCHOOL  
1216 LOMA DR  
OJAI CA 930233898

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP47861  
**Loan Number:** N/A

SUMMIT ELEMENTARY  
12525 OJAI RD  
OJAI CA 930232297

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP47861  
**Loan Number:** N/A

MEINERS OAKS ELEMENTARY  
400 S LOMITA AVE  
OJAI CA 930232297

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP47861  
**Loan Number:** N/A

ROSE AVE ELEMENTARY SCHOOL  
220 S DRISKILL ST  
OXNARD CA 930305544

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP47861  
**Loan Number:** N/A

SUNSET SCHOOLS  
400 SUNSET AVE  
OAK VIEW CA 930229742

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP48601  
**Loan Number:** N/A

CONEJO RECREATION & PARK  
DISTRICT ITS DIRECTORS,  
OFFICERS, AGENTS & EMPLOYEES  
403 W HILLCREST DR  
THOUSAND OAKS CA 913604223

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP48601  
**Loan Number:** N/A

LOMA VISTA ELEMENTARY  
300 LYNN DR  
VENTURA CA 930031036

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MAY 14 2018  
CMP-4000

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## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for ART TREK INC  
Policy Number 92-EK-Y298-7

Interest Type: Addl Insured-Section II  
Endorsement #: CMP48601  
Loan Number: N/A

CITY OF THOUSAND OAKS  
CULTURAL AFFAIRS DEPARTMENT  
2100 E THOUSAND OAKS BLVD  
THOUSAND OAKS CA 913622996

Interest Type: Addl Insured-Section II  
Endorsement #: CMP48601  
Loan Number: N/A

INSPIRE CHARTER SCHOOLS  
1740 HUNTINGTON DR STE 205  
DUARTE CA 910103834

Interest Type: Addl Insured-Section II  
Endorsement #: CMP47861  
Loan Number: N/A

PLEASANT VALLEY SCHOOL  
DISTRICT  
600 TEMPLE AVE  
CAMARILLO CA 930104835

Interest Type: Addl Insured-Section II  
Endorsement #: CMP48601  
Loan Number: N/A

OXNARD SCHOOL DISTRICT  
1051 S A ST  
OXNARD CA 930307442

Interest Type: Addl Insured-Section II  
Endorsement #: CMP47861  
Loan Number: N/A

CONEJO VALLEY UNIFIED SCHOOL  
DISTRICT  
1400 E JANSS RD  
THOUSAND OAKS CA 913622198

Interest Type: Addl Insured-Section II  
Endorsement #: CMP48601  
Loan Number: N/A

LAS VIRGENES UNIFIED DISTRICT  
LVUSD THE BOARD EMPLOYEES &  
VOLUNTEERS OF THE DISTRICT  
4111 LAS VIRGENES RD  
CALABASAS CA 913021886

Interest Type: Addl Insured-Section II  
Endorsement #: CMP47861  
Loan Number: N/A

CALIFORNIA STATE PTA, ALL  
UNITS, COUNCILS AND DISTRICTS  
OF THE CALIFORNIA STA AND ALL  
OF THEIR OFFICERS, DIRECTORS  
535 N BRAND BLVD STE 1000  
GLENDALE CA 912033930

Interest Type: Addl Insured-Section II  
Endorsement #: CMP48601  
Loan Number: N/A

HUENEME ELEMENTARY SCHOOL  
DISTRICT  
205 N VENTURA RD  
PORT HUENEME 930413065

Interest Type: Addl Insured-Section II  
Endorsement #: CMP47861  
Loan Number: N/A

SIMI VALLEY UNIFIED SCHOOL  
DISTRICT, ITS AGENTS,  
EMPLOYEES AND/OR DIRECTORS  
875 COCHRAN ST  
SIMI VALLEY CA 930651934

Interest Type: Addl Insured-Section II  
Endorsement #: CMP47861  
Loan Number: N/A

CALIFORNIA STATE PTA  
C/O BB&T INSURANCE SERVICE  
535 N BRAND BLVD FL 10  
GLENDALE CA 912031989

Prepared  
MAY 14 2018  
CMP-4000

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Continued on Reverse Side of Page

Page 7 of 9



**OXNARD SCHOOL DISTRICT  
AGREEMENT #18-103**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **EL CENTRITO FAMILY LEARNING CENTERS**, P.O. Box 1613, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

**WHEREAS**, the **DISTRICT** is organized and existing, and authorized to enter into contracts for certain matters, pursuant to the provisions of the California Education Code; and

**WHEREAS**, the **DISTRICT** has entered, or will enter, into Agreement ("First 5 Agreement") with the Ventura County Children and Families First Commission (also known as "First 5 Ventura County"), hereafter "**COMMISSION**", which is organized and existing pursuant to the provisions of California Health and Safety Code, section 130100 et seq., and is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code; and

**WHEREAS**, pursuant to the First 5 Agreement, **COMMISSION** selected **DISTRICT** to receive a portion of **COMMISSION**'s allocation from revenues collected from the Proposition 10 excise taxes; and

**WHEREAS**, **DISTRICT** and **SUBCONTRACTOR** are qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

**WHEREAS**, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **MIS PADRES y YO**, hereinafter referred to as "**Program**" for fiscal year FY 2018-2019.

**WHEREAS**, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

**NOW, THEREFORE**, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

**SECTION 1 - GENERAL PROVISIONS**

- 1.1 ADMINISTRATION.** **DISTRICT** Director of Early Childhood Education Programs, hereinafter referred to as **District Representative**, shall represent **DISTRICT** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **DISTRICT**. **District Representative** shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **SUBCONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **SUBCONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.28.
- 1.2 TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **SUBCONTRACTOR** shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** **DISTRICT** agrees to pay **SUBCONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.



- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 1613, Oxnard, California 93030, Attention: Teresa Segovia.

## **SECTION 2 - STANDARD PROVISIONS**

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that SUBCONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. SUBCONTRACTOR will not be entitled to any benefits payable to employees of DISTRICT, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. DISTRICT is not required to make any tax or benefit deductions from the compensation payable to SUBCONTRACTOR under the provisions of this Agreement. As independent contractors, SUBCONTRACTOR and DISTRICT hereby hold each other harmless from any and all claims that may be made against SUBCONTRACTOR or DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by SUBCONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by SUBCONTRACTOR. DISTRICT will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 SUBCONTRACTOR'S EMPLOYEES AND EQUIPMENT.** SUBCONTRACTOR agrees that SUBCONTRACTOR has secured or shall secure at SUBCONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (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.

SUBCONTRACTOR shall not knowingly employ in any capacity the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to SUBCONTRACTOR's. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings, constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees. If equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT, the acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

**2.5 INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of SUBCONTRACTOR alone. SUBCONTRACTOR agrees to defend, indemnify and hold harmless (i) the COMMISSION, all of its Commissioners, committee members, employees, agents and volunteers and (ii) the DISTRICT, including each of the DISTRICT's Board of Trustees, committee members, officers, employees, attorneys, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the sole negligence, wrongdoing, or the willful misconduct of DISTRICT or the COMMISSION, as applicable. It is specifically agreed that the obligation to indemnify DISTRICT includes any claim by the COMMISSION of a violation of any provision of the First 5 Agreement in connection with, or related to, this Agreement or the services contemplated herein.

DISTRICT agrees to defend, indemnify and hold harmless SUBCONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly out of DISTRICT's active negligence, wrongdoing or the willful misconduct of DISTRICT.

**2.6 CONTAMINATION AND POLLUTION.** SUBCONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to SUBCONTRACTOR activities related to the Program. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities as described herein of the SUBCONTRACTOR will be borne entirely by the SUBCONTRACTOR.

**2.7 INSURANCE.**

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

- 2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- 2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.
- 2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

**Additional Insured** as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
  - 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:
    - Oxnard School District
    - Attn: Lisa Franz, Director of Purchasing
    - 1051 South A Street, Oxnard, CA 93030The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
  - 2.7.5.2 Additional insured endorsements; and
  - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

**2.8 ASSIGNABILITY.** Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

**2.9 INTEREST OF SUBCONTRACTOR.** SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

**2.10 HIRING DIRECTORS PROHIBITED.** SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

**2.11 SUBCONTRACTS.** Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

**2.12 NONDISCRIMINATION.** SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

**2.13 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

**2.14 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

**2.15 LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform to all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

**2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.

**2.17 COOPERATION WITH COMMISSION.** SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.

**2.18 CONFIDENTIALITY.** DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.

**2.19 MAINTENANCE OF RECORDS.** SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

**2.20 CUSTODY OF RECORDS.** At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

**2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

## **2.22 AUDIT REQUIREMENTS**

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

**2.23 PROGRESS REPORTS.** SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

**2.24 EVALUATION STUDIES.** As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

**2.24.1** SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

**2.24.2** SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

**2.24.3** SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

**2.24.4** SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

**2.25 WITHHOLDING.** If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

**2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

**2.27 ATTRIBUTION.** SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is

identified in the DISTRICT's NfL Strategic Plan, then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

**2.28 CHANGES AND AMENDMENTS.** DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

**2.29 TERMINATION FOR CAUSE.**

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

**2.30 TERMINATION FOR CONVENIENCE.** Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

**2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING.** DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

**2.32 CLOSE-OUT UPON TERMINATION.** Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

**2.33 PARTIAL PERFORMANCE.** In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

**2.34 FAIR HEARING.** SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

**2.35 MONITORING AND EVALUATION.** DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

**2.36 CHILD ABUSE REPORTING.** SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

**2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES.** SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

**2.38 SECURITY DEPOSITS.** If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's contract term.



### **SECTION 3 - SERVICE PROVISIONS**

- 3.1 PROGRAM DESCRIPTION.** Exhibit B attached hereto is incorporated herein by this reference.

### **SECTION 4 - FISCAL PROVISIONS**

- 4.1 PAYMENT METHOD.** SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

- 4.3 INVOICES.** By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7<sup>th</sup>. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

- 4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

- 4.5 BUDGET JUSTIFICATION.**

**4.5.1 Line Item.** SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.

**4.5.2 Budget Changes.** SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

**4.6 WORKING CAPITAL.** SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

**4.7 BUDGET DEVIATIONS.** Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

**4.8 MINIMUM STANDARDS.** SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

**4.9 AUDIT EXCEPTIONS.** SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

**4.10 CONDITIONS PREREQUISITE TO PAYMENTS.** Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

**4.11 REIMBURSEMENT.** SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1)

state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

**4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS.** SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

**4.13 MATCHING FUNDS.** SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

## **SECTION 5 – MISCELLANEOUS**

**5.1 GOVERNING LAW.** This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

**5.2 WAIVER.** The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

**5.3 COMPLIANCE WITH LAWS.** In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

**5.4 WHOLE AGREEMENT.** This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

**5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY.** Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

**5.6 COMMUNICATIONS.** A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2018-2019, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

**IN WITNESS THEREOF**, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

**SUBCONTRACTOR APPROVAL**

**DISTRICT APPROVAL**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Teresa Segovia, Executive Director  
(Typed Name/Title)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

EL CENTRITO FAMILY LEARNING CENTERS  
**MIS PADRES Y YO**

Term: August 9, 2018 to June 30, 2019

**REPORTING and EXPENDITURE TIMELINES**

**Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.**

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

**Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.**

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

<b>Reporting Period</b>	<b>Invoice/Report Due</b>	<b>Due Date</b>
July 1, 2018 – July 31, 2018	Month 1 Invoice	August 15, 2018
August 1, 2018 – August 31, 2018	Month 2 Invoice	September 15, 2018
September 1, 2018 – September 30, 2018	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2018
October 1, 2018 – October 31, 2018	Month 4 Invoice	November 15, 2018
November 1, 2018 – November 30, 2018	Month 5 Invoice	December 15, 2018
December 1, 2018 – December 31, 2018	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2019
January 1, 2019 – January 31, 2019	Month 7 Invoice	February 15, 2019
February 1, 2019 – February 28, 2019	Month 8 Invoice	March 15, 2019
March 1, 2019 – March 31, 2019	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2019
April 1, 2019 – April 30, 2019	Month 10 Invoice	May 15, 2019
May 1, 2019 – May 31, 2019	Month 11 Invoice	June 15, 2019
June 1, 2019 – June 30, 2019	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	<b>July 7, 2019</b>

**Submit to:**

Oxnard School District  
1051 South A Street  
Oxnard, California 93030

Attn: Noemi Valdes  
Director of Early Childhood Education Programs

**EL CENTRITO FAMILY LEARNING CENTERS**

**Exhibit B**

**MIS PADRES y YO**

August 9, 2018 to June 30, 2019

**Program Description:** Provide child development and nurturing in a play and learn model of support services for parents of infants and toddlers.

**Program Outcome(s) - Early Learning** Parent are engaging children in early learning and are reading to their children often and from an early age. Parents are provided the tools, resources and supports for healthy attachments and positive interactions with their children.

**Program Component Description**

Provide child development and nurturing support for parents of *infants to 3 year olds*. Play-and-learn workshops are designed to improve parents' understanding of basic child development, healthy parent/child interactions and responsiveness to babies' needs. **Mis Padres y Yo** sample topics include: Child Development Milestones, Nurturing home environments for optimal learning, Infant massage & Essential touch, Nutrition, Fostering Language Development, Communication Techniques for Positive Discipline, and Safety at Home. Various community agencies and Oxnard School District sites host the Mis Padres y Yo series in order to recruit and serve participants from a wide range of Oxnard neighborhoods. Classes are offered during weekday mornings and afternoons as well as some early evenings to accommodate schedules of working parents. Each series = 8 workshops. **Subcontracted to El Centrito Family Learning Centers.**

					Participants		Quantitative Performance Measure		Qualitative Performance Measure	
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early Learning For PACT	Class	12 cohorts x 8 workshops = 96 workshops	8 contacts per participant	Children 0-5 and Parents	Yes	80 Children & 80 Parents/Caregivers = 160 participants	160 unduplicated participants x 8 contacts each = 1,280 contacts	90% of participants reporting positive child/parent interaction	PACT Survey

**OPERATIONAL PROVISIONS**

- 2 The agency is responsible to perform outreach in the community for puposes of engaging parent participation.
- 3 The agency will link families to the Family Resource Center and other community agencies for other NfL, or other support services, as needed.
- 4 The agency will provide a list of activities for inclusion in the monthly NfL calendar no later than the 10th of the month prior to the events.
- 5 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

Contract Agency: Oxnard School District  
 Name of Agency: El Centrito Family Learning Center

Contract Period : August 9, 2018 - June 30, 2019  
 Project Title: Mis Padres Y Yo Program

DESCRIPTION	MIS PADRES Y YO					NFL COMMISSION	MATCH		Total
	Wks	Rate	Hr	FTE	\$	Fund	Cash Match	In-Kind	\$
<b>I. PERSONNEL SERVICES</b>									
<b>1A. DIRECT WAGES PERSONNEL</b>									
Parent Workshop Facilitator	52	20.00	10	0.25	10,400	8,400	2,000		10,400
Parent Workshop Facilitator Assistant	48	12.00	10	0.25	5,760	5,760	-		5,760
Program Assistant	52	16.85	4	0.10	3,505	3,505	-		3,505
Program Planning & Evaluation Manager	52	26.31	1	0.03	1,368	1,368	-		1,368
Childcare workers	44	10.50	4.5	0.11	2,079	2,079	-		
Executive Director	52	38.46	2	0.05	4,000		4,000		
Associate Director	52	26.44	1	0.03	1,375		1,375		
<b>Direct Wages Personnel</b>					<b>28,487</b>	<b>21,112</b>	<b>7,375</b>	<b>-</b>	<b>28,487</b>
<b>1B. TAXES AND BENEFITS</b>									
Taxes 7.65%					2,179	1,754	425		2,179
Unemployment Insurance 6.2%					1,766	1,396	370		1,766
Workman's Comp					278	188	90		278
Benefits (Health)					2,295	1,905	390		2,295
<b>Total Taxes and Benefits</b>					<b>6,518</b>	<b>5,243</b>	<b>1,275</b>	<b>-</b>	<b>6,518</b>
<b>SUBTOTAL PERSONNEL</b>					<b>35,005</b>	<b>26,355</b>	<b>8,650</b>	<b>-</b>	<b>35,005</b>
<b>II. OPERATING EXPENSES</b>									
Program Supplies/ Curriculum Materials / Food					2,800	2,800	-		2,800
Mileage Expenses					500	300	200		500
Photocopies & Printing of workshop materials					2,000	1,635	365		2,000
Office Supplies / Postage					260	260	-		260
Liability Insurance					530	500	30		530
Telephone/ Web/ DSL/ Hosting					500	500	-		500
Leadership Professional Development					200	200	-		200
Facility Expenses					1,000		1,000		1,000
Rent (in-kind)					4,312	-		4,312	4,312
<b>Subtotal Operating Expenses</b>					<b>12,102</b>	<b>6,195</b>	<b>1,595</b>	<b>4,312</b>	<b>12,102</b>
<b>III. INDIRECT</b>									
Indirect 7%					2,450	2,450			2,450
<b>TOTAL BUDGET</b>					<b>49,557</b>	<b>35,000</b>	<b>10,245</b>	<b>4,312</b>	<b>49,557</b>

**EL CENTRITO FAMILY LEARNING CENTERS  
MIS PADRES y YO**

Term: August 9, 2018 to June 30, 2019

**PAYMENT METHOD**

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term August 9, 2018 through June 30, 2019 shall not exceed **\$35,000.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.



**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/5/18

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

**Ratification of Agreement/MOU #18-104 - El Centrito Family Learning Centers – Ramona NfL Preschool (DeGenna/Thomas)**

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This Agreement/MOU formalizes the partnership between Oxnard School District and El Centrito Family Learning Centers and makes it possible for each agency to use their resources to benefit the children of the Oxnard School District by providing young children with Head Start services at Ramona NfL Preschool for the 2018-2019 school year.

Term of the agreement:      **July 1, 2018 through June 30, 2019**

**FISCAL IMPACT:**

No cost to the Oxnard School District. Custodial services to be paid by First 5/Oxnard NfL Funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #18-104 with El Centrito Family Learning Centers.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement/MOU #18-104, El Centrito Family Learning Centers (3 Pages)

## **Agreement/Memorandum of Understanding #18-04**

### **Oxnard School District & El Centrito Family Learning Centers**

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and El Centrito Family Learning Centers (El Centrito). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with State Preschool services.

#### **Memorandum of Understanding Purpose:**

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and El Centrito and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Ramona NfL Preschool** located on the campus of Ramona Elementary School and within the boundaries of Oxnard School District. The facilities of **Ramona NfL Preschool** will be used to provide full day services of the State Preschool option. Instructional calendar continues for 248 school days during FYE 2018-2019. El Centrito staff may occupy facility starting July 1, 2018.

#### **Memorandum of Understanding Term:**

This MOU will be in effect from **July 1, 2018 through June 30, 2019**, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by El Centrito. OSD will notify El Centrito of the intent to renew MOU for 2019-2020 no later than April 30, 2019.

#### **Memorandum of Understanding Agreement and Description of Services:**

##### **The Oxnard School District will provide the following:**

1. Provide the use of one classroom in the Ramona NfL Preschool facility to accommodate up to 24 children.
2. Provide the use of a shared playground at Ramona NfL Preschool. Playground is shared with Ramona Kindergarten classrooms.
3. Provide custodial services five days per week and facility maintenance services when needed while the State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

##### **El Centrito Family Learning Centers agrees to:**

1. Implement a State Preschool full day program for up to 24 children; 248 instructional days per year, at no cost to the Oxnard School District.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the State Preschool option to be offered at Ramona NfL Preschool facility.
3. Incorporate State Preschool wrap around comprehensive services to children enrolled in the State Preschool option at Ramona NfL Preschool.

4. Participate in Rising Stars: Quality Rating Improvement System coordinated by Ventura County Office of Education, and to provide Oxnard School District with a copy of the Rising Stars rating.
5. Participate in First 5 data collection, research, evaluation studies or to provide information about El Centrito's program.
6. Continue to perform outreach to the Ramona neighborhood for enrollment eligibility.
7. Provide El Centrito staff picture identification badges. All staff must wear badges while on campus. All volunteers must sign in at Ramona School office and wear visitor badges while on campus.
8. No later than August 1, 2018, provide OSD with a copy of Community Care Licensing license certificate.
9. No later than August 1, 2018, provide OSD with a list of personnel at the site. (see Personnel Disclosure form attached).
10. No later than July 1, 2018, provide OSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.
11. No later than July 1, 2018, provide OSD with an instructional calendar.

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Lisa A. Franz, Director, Purchasing  
**Oxnard School District**

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Date

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Teresa Segovia, Executive Director  
**El Centrito Family Learning Centers**

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Date

**PERSONNEL DISCLOSURE TEMPLATE EL CENTRITO FAMILY LEARNING CENTERS 2018-20109**

Program Name

Name of Employee	Staff Position	Full or Part Time	Brief Position Description	Degree / Experience Required

**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/5/18

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

**Ratification of Change Order #1 to Agreement #17-288 with Channel Islands Roofing, Inc. for Roof Replacement 2018 – Various Sites (Penanhoat/Fateh)**

On April 18, 2018, the Board approved the Award of Formal Bid #17-03 and the Approval of Agreement #17-288 for Roof Replacement 2018 – Various Sites project with Channel Islands Roofing, Inc. for roof replacement at the Operations Service Center in the amount of \$40,309.00. Upon commencement of construction the project team encountered unforeseen conditions during the demolition activity which required removal and replacement of dry rot and termite damaged plywood decking.

It is requested that the Board of Trustees ratify Change Order #1 in the amount of \$3,150.68 to the original contract of \$40,309.00, Change Order #1 represents a net increase of 7.8% to the original contract amount. The current contract amount would be \$43,459.68.

**FISCAL IMPACT:**

\$3,150.68- Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Channel Islands Roofing, Inc. in the amount of \$3,150.68.

**ADDITIONAL MATERIALS:**

**Attached:** Change Order #1 (3 Pages)  
Agreement #17-288, Channel Islands Roofing, Inc. (3 Pages)



# CHANGE ORDER

Date: 7/25/18

CHANGE ORDER NO. 1

PROJECT: ROOF REPLACEMENT 2018 – VARIOUS SITES  
O.S.D. BID No.17-03  
O.S.D. Agreement No. 17-288

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

ARCHITECT: N/A

CONTRACTOR: Channel Islands Roofing, Inc.  
4155 N. Southbank Road  
Oxnard, CA 93036

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

Attn: Richard Farrell

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.....	\$40,309.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$40,309.00
<b>NET CHANGE – This change order</b> .....	<b>\$ 3,150.68</b>
<b>Total Change Orders to Date:</b> .....	<b>\$ 3,150.68</b>
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1</b> .....	<b>\$ 43,459.68</b>
<b>Commencement Date:</b> .....	<b>6/18/18</b>
<b>Original Completion Date:</b> .....	<b>8/03/18</b>
<b>Time Extension for all Previous Change Orders:</b> .....	<b>0 days</b>
<b>Time Extension for this Change Order: ... (excusable, non-compensable)</b> .....	<b>0 days</b>
<b>Adjusted Completion Date:</b> .....	<b>N/A</b>
<b>Percentage</b> .....	<b>7.8%</b>

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO-1: replace dry rot, termite damaged deck	\$ 3,150.68			
	Totals	\$ 3,150.68			

Total Change Order No. 1 ..... \$ 3,150.68

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

**APPROVAL (REQUIRED):**

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

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

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

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

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

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

DIRECTOR OF FACILITIES: \_\_\_\_\_

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

**APPROVAL (REQUIRED):**

BOARD APPROVAL

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

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

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

DSA APPROVAL

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

8/16/2018  
10:44 AM

OXNARD SCHOOL DISTRICT  
CHANNEL ISLANDS ROOFING, INC.  
OSC SERVICE CENTER  
CHANGE ORDER REQUEST

REPLACE DRY ROT

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
( A )	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)	\$ 286.00	
( B )	<u>Add Labor</u>	\$ 2,400.00	
( C )	<u>Subsistance &amp; Lodging</u>	\$ -	
( D )	<u>Add Equipment</u> (attach suppliers invoice)		
	<u>Subtotal</u>	\$ 2,686.00	
	<u>Overhead &amp; Profit (15%)</u>	\$ 402.90	
	<u>Subtotal</u>	\$ 3,088.90	
	<u>Add Bond and Insurance</u> , not to exceed 2%	\$ 61.78	
	<u>TOTAL</u>	\$ 3,150.68	

<u>MATERIAL DETAIL</u>		<u>TOTAL</u>
	288 Square Feet of Plywood	\$ 286.00
	Sub-Total	\$ 286.00
	Sales Tax (tax included in above receipts)	\$ -
	<b>Total</b>	<b>\$ 286.00</b>

<u>LABOR DETAIL</u>					
<u>Hours</u>	<u>Employee</u>			<u>TOTAL EMCUMBERED PAYRATE</u>	<u>TOTAL</u>
32.00	Onsite Installation			\$ 75.00	\$ 2,400.00
32.00	<b>Total</b>				<b>\$ 2,400.00</b>



SECTION 00310

AGREEMENT #17-288

**THIS AGREEMENT** is made this 18th day of April, 2018, 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 Channel Islands Roofing, Inc., hereinafter called the "Contractor", with a principal place of business located at 4155 North Southbank Road, Oxnard, CA 93036.

**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 #17-03**

**Roof Replacement 2018 – Various Sites**

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

**1.02 Contract Time.**

- A. Final Completion of the Work.** The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **forty-seven (47) consecutive calendar days for phases** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
OSC	June 18, 2018	August 3, 2018

**TOTAL CONTRACT PERIOD:**

Roof Replacement	June 18, 2018	July 27, 2018
Closeout/Punch List items	July 27, 2018	August 3, 2018

**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 Forty Thousand Three Hundred Nine Dollars and No Cents (\$40,309.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

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

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

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

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

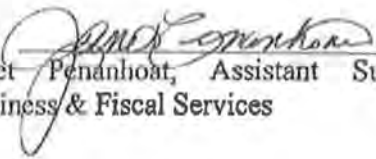
**DISTRICT**


**CONTRACTOR**

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

3958258

(Contractor's License Number)

By:   
Janet Penanhoat, Assistant Superintendent,  
Business & Fiscal Services

By: 

Name: Richard Farrell

Title: President  
(Corporate Seal)

**END OF SECTION**

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/5/18

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

**Ratification of Agreement #18-95 – Center for Developing Kids, Inc. (DeGenna/Sugden)**

Center for Developing Kids, Inc. will provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete occupational therapy evaluations.

**FISCAL IMPACT:**

Not to exceed \$10,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-95 with Center for Developing Kids, Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #18-95, Center for Developing Kids, Inc. (13 Pages)  
Rate Sheet (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #18-95

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of September, 2018 by and between the Oxnard School District (“District”) and Center for Developing Kids, 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 August 16, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the attached hourly rate sheet as listed, 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  does not qualify as a "designated employee".

\_\_\_\_\_ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

\_\_\_\_\_ (Initials)



16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

\_\_\_\_\_ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Amelia Sugden  
Phone: 805.385.1501, x2175  
Fax: 805.487.9648

To Consultant: Center for Developing Kids, Inc.  
200 E. Del Mar Blvd., Suite #112  
Pasadena, CA 91105  
Phone: (626) 564.2700  
Fax: (626) 564.2770  
Email: [michaelann@centerfordevelopingkids.com](mailto:michaelann@centerfordevelopingkids.com)

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

26. **Administration.** AMELIA SUGDEN shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**CENTER FOR DEVELOPING KIDS, 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 #18-95

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-95**

**SERVICES**

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

**\*PER ATTACHED RATE SHEET**

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

**\*PER ATTACHED RATE SHEET**

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

<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 #18-95

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-95**

**COMPENSATION**

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

Total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$10,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-95**

**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.

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

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and

Not Project Related

Project #18-95

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 #18-95

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-95**

**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, **CENTER FOR DEVELOPING KIDS, INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



**2018-2019 School Year**

**1) Rates**

In preparation for the 2018-2019 school year contracts we are submitting our rates to ensure consistency across all public school districts, Charter schools, and private schools and to be consistent with the rates provided to the Department of Education.

**2017- 2018 CHARGES FOR THERAPY SERVICES-Center for Developing Kids**

<b>SERVICE</b>	<b>RATES</b>
Occupational, Physical or Speech Therapy Intervention	\$130/hour
Evaluation-Occupational, Physical or Speech Therapy	\$550
Attendance at IEP's, meetings or community inservices	\$130/hour
Independent Educational Evaluation/second opinion (IEE)	\$1200
Independent Educational Evaluation/second opinion (IEE) if the child is not attending day care or school	\$800
Preparation for and or participation in meetings related to due process	\$130/hour

**2) Authorized representatives for signature:**

Michaelann Gabriele, Director  
 AnjaLi Carrasco Koester, Director

**3) Director signing contracts/ISA's/correspondence and email contact**

Michaelann Gabriele, Director  
[michaelann@centerfordevelopingkids.com](mailto:michaelann@centerfordevelopingkids.com)

**4) Once a contract is in place contact**

Sarah Barnes, scheduler  
[sarah@centerfordevelopingkids.com](mailto:sarah@centerfordevelopingkids.com)

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Ana DeGenna

**Date of Meeting:** 9/5/18

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

**Ratification of Amendment #2 to Agreement #15-21, CSBA’s Practi-Cal Inc. (DeGenna/Ridge)**

---

At the Board meeting of June 24, 2015 the Board of Trustees approved Agreement #15-21 with CSBA’s Practi-Cal Inc. in the amount not to exceed \$100,000.00 for a 3-year period through the 2017-2018 fiscal year, enabling CSBA’s Practi-Cal Inc. to bill the District for the percentage of the amount received in Medi-Cal reimbursements.

At the Board meeting of August 23, 2017, the Board of Trustees approved Amendment #1 in the amount of \$120,000.00. The reimbursement amount for the 2016-2017 fiscal year unexpectedly exceeded the prior year’s amount, which in turn increased OSD’s portion due. The increase covered the remaining balance due for fiscal year 2016-2017, as well as the yearly amount for the 2017-2018 fiscal year for a total contract amount not to exceed \$220,000.00.

Amendment #2 in the amount of \$360,000.00 is necessary to cover the continuation of CSBA’s Practi-Cal Inc.’s services for another 3-year period through the 2020-2021 fiscal year, bringing the total contract amount to \$580,000.00. This will enable CSBA’s Practi-Cal Inc. to bill the District for the percentage of the amount received in the Medi-Cal reimbursements.

The District shall pay Practi-Cal 9% of the current federal match rate of claims submitted to DHCS for reimbursement. These fees will not exceed 10.5% annually of the approved warrant amount from DHCS.

**FISCAL IMPACT:**

Total cost not to exceed \$120,000.00 per year – 3 year total = \$360,000.00 - LEA Medi-Cal funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #15-21 with CSBA's Practi-Cal Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #2 (1 Page)  
Amendment #1 (1 Page)  
Agreement #15-21, CSBA's Practi-Cal Inc. (12 Pages)

**AMENDMENT #2 TO AGREEMENT #15-21 with  
CSBA's Practi-Cal Inc.  
September 5, 2018**

At the Board meeting of June 24, 2015 the Board of Trustees approved Agreement #15-21 with CSBA's Practi-Cal Inc. in the amount not to exceed \$100,000.00 for a 3-year period through the 2017-2018 fiscal year, enabling CSBA's Practi-Cal Inc. to bill the District for the percentage of the amount received in Medi-Cal reimbursements.

At the Board meeting of August 23, 2017, the Board of Trustees approved Amendment #1 in the amount of \$120,000.00. The reimbursement amount for the 2016-2017 fiscal year unexpectedly exceeded the prior year's amount, which in turn increased OSD's portion due. The increase covered the remaining balance due for fiscal year 2016-2017, as well as the yearly amount for the 2017-2018 fiscal year for a total contract amount not to exceed \$220,000.00.

Amendment #2 in the amount of \$360,000.00 is necessary to cover the continuation of CSBA's Practi-Cal Inc.'s services for another 3-year period through the 2020-2021 fiscal year, bringing the total contract amount to \$580,000.00. This will enable CSBA's Practi-Cal Inc. to bill the District for the percentage of the amount received in the Medi-Cal reimbursements.

The District shall pay Practi-Cal 9% of the current federal match rate of claims submitted to DHCS for reimbursement. These fees will not exceed 10.5% annually of the approved warrant amount from DHCS.

**CSBA's PRACTI-CAL INC.:**

By: \_\_\_\_\_  
Maria S. Thomas, Senior Director

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

**OXNARD SCHOOL DISTRICT**

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

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

**AMENDMENT #1 TO AGREEMENT #15-21 with  
PRACTI-CAL INC.  
August 23, 2017**

At their meeting of June 24, 2015, the Board of Trustees approved Agreement #15-21 with Practi-Cal, Inc., in the amount not to exceed \$100,000.00 for a 3-year period through the 2017-18 fiscal year, enabling Practi-Cal to bill the District for their percentage of the amount received in Medi-Cal reimbursements.

The reimbursement amount for the 2016-17 fiscal year unexpectedly exceeded the prior year's amount, which in turn increased OSD's portion due. It is therefore necessary to increase the amount of Agreement #15-21 by an additional \$120,000.00 via Amendment #1, for a total agreement amount not to exceed \$220,000.00. The increase will cover the remaining balance due for fiscal year 2016-2017, as well as the yearly amount for the 2017-2018 fiscal year.

Agreement #15-21 will be funded by the Medi-Cal funds generated.

Original agreement amount:	\$100,000.00
Amendment #1:	<u>\$120,000.00</u>
Total agreement amount not to exceed	<u>\$220,000.00</u>

**PRACTI-CAL INC.:**

By:  Date: August 10, 2015  
Victoria Spitsyn, Corporate Secretary

**OXNARD SCHOOL DISTRICT:**

By:  Date: 8-24-17  
Lisa A. Franz, Director, Purchasing

CSBA's  
PRACTI-CAL

**MEDI-CAL LEA BILLING OPTION SERVICES AGREEMENT BETWEEN**

**THE  
OXNARD SCHOOL DISTRICT  
AND  
CSBA'S PRACTI-CAL, INC.**

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for Medi-Cal LEA Billing Option services; and CSBA's Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services through its Medi-Cal Services Program;

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

1. **Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:
  - 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
  - 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
  - 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.
  - 1.4 Claim means the right of the DISTRICT to seek reimbursement for a service or services provided to a named student on a given day by a named service provider.
  - 1.5 LEA means a Local Educational Agency.
  - 1.6 DHCS means Department of Health Care Services.
  - 1.7 SELPA means a Special Education Local Plan Area.

2. **Commencement, Amendment, and Termination**

**Commencement**

- 2.1 The parties hereby enter into this agreement for a period of three years beginning the date of execution of this agreement and remaining in full force and affect, except as amended or terminated as hereinafter provided. This term will automatically renew for a new three year term after the completion of the period and then after the end of each period unless notice is given as detailed below.

**Amendment**

- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 Any alterations, variations, modifications or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed and attached to the original of this AGREEMENT.

**Termination**

- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than ninety days written notice to the other party specifying the date of termination.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.
3. **PRACTI-CAL Responsibilities:** PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.
4. **DISTRICT Responsibilities:** The DISTRICT is responsible for performing the duties specified in Exhibit B.



5. **Fees for Services**

5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL 9% of the current federal match rate of claims submitted to DHCS for reimbursement. These fees will not exceed 10.5% annually of the approved warrant amount from DHCS. If the annual fees exceed 10.5%, the difference will be rebated back to the district. The DISTRICT agrees to pay as soon as administratively possible, but no later than 30 days after receipt of the funds from EDS.

5.2 PRACTI-CAL reserves the right to collect all fees that are due for any CLAIMS submitted for payment for any period preceding notice of termination or actual termination whichever occurs last. A 2% late fee will be assessed to any unpaid invoice exceeding 45 days. Termination of this AGREEMENT shall not relieve the DISTRICT of the responsibility to pay any fees payable pursuant to this AGREEMENT.

6. **Events of Default:** Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.

6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

7. **Errors and Omissions:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.
8. **Confidentiality:**
  - 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to PRACTI-CAL, its agents or employees, or known by them as a consequence of this AGREEMENT, whether or not pursuant to this AGREEMENT.
  - 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.
9. **Warrantees:** The DISTRICT represents and warrants that:
  - 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.
  - 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.
  - 9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file such CLAIMS as documented.

- 9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.
- 9.5 That neither the DISTRICT nor its employees shall submit Medicaid CLAIMS except through PRACTI-CAL during the term of this AGREEMENT.
10. **Ownership of Products of AGREEMENT:** The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.
11. **Remedies of the Parties**
- 11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.
- 11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail.

Practi-Cal, Inc.  
3251 Beacon Blvd.  
West Sacramento, CA 95691

DISTRICT contact Person:

**For Contract information and notice:**

Name Michael Chris Ridge

Title Director, Pupil Services

Address 1051 South A Street

Oxnard, CA 93030

Phone (805) 385-1501 x2161

Fax (805) 487-9648

Email mridge@oxnardsd.org

**For CLAIM processing and information concerning services provided to students:**

Name Michael Chris Ridge

Title Director, Pupil Services

Address 1051 South A Street

Oxnard, CA 93030

Phone (805) 385-1501 x2161

Fax (805) 487-9648

Email mridge@oxnardsd.org

**For STUDENT COMPUTER DATA:**

Name TBD

Title Chief Information Officer

Address 1051 South A Street

Oxnard, CA 93030

Phone (805) 385-1501 x2101

Fax (805) 487-6748

Email

**12. Liability and Insurance**

- 12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.
- 12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.
- 12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

**13. Miscellaneous Provisions**

- 13.1 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 13.2 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.3 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.4 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.5 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.6 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.7 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect with respect to all other circumstances.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the District

By: Lisa A. Franz

Name: Lisa A. Franz

Title: Director, Purchasing

Date: 6-25-15

For PRACTI-CAL

By: Maria S. Thomas

Name: Maria S. Thomas

Title: Senior Director

Date: 6-25-15



**Exhibit A**  
**PRACTI-CAL Responsibilities:**

1. Assist Districts become registered Medi-Cal providers.
2. Based upon the student data submitted to PRACTI-CAL by the District obtain a DHCS eligibility match and conduct and complete an analysis to determine the number of children and youth within the jurisdiction of the District who are eligible to receive medical assistance within the contemplation of the Medicaid Act. PRACTI-CAL shall provide a written report of its findings to the District upon completion of said analysis.
3. Develop and implement a training program, in cooperation with the District or its designee for the Districts' personnel involved in the implementation of the services contemplated within the scope of this Agreement. Subsequent training sessions will be provided upon discussion with the district representative and Practi-Cal agent to ensure compliance with state and federal guidelines, maximize reimbursements, and ensure staff knowledge of billable activities, regulations and activities.
4. Serve as the authorized billing agent for the District to file and process claims to DHCS, or state contracted designee, for reimbursement of health care and or related services provided by the District's professionals to eligible students within the jurisdiction of the District based on the forms provided by the District.
5. Provide Billing forms and pre-addressed envelopes.
6. Research and follow up on any claims rejected by DHCS and re-file them when appropriate.
7. Provide the District throughout the school year, monthly financial, participation reports, service history and utilization written reports. Reports shall include, but not be limited to, information by service provider and service type.
8. Maintain appropriate records and files including safe site storage for electronic data stored at PRACTI-CAL. Maintain appropriate storing of district documents which resulted in state reimbursements.
9. Comply with federal guidelines concerning issues of confidentiality of student information.
10. Provide access to books and records required by federal or state guidelines.
11. Keep and maintain appropriate charts, files and records of all services rendered by PRACTI-CAL its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances
12. Work in concert with Medi-Cal officials, the California Superintendent of Public Instruction, the California Secretary of Education and Child Development and other government officials to allow the Districts access to the identities of eligible children.



13. Retain all books, records, and other documents relevant to this Agreement and to funds received and expended hereunder for at least four (4) years after final payment.

**Exhibit B**  
**District Responsibilities**

1. Complete State of California Provider Participation Form and obtain Medicaid provider identification number, with assistance from PRACTI-CAL.
2. Execute the Telecommunications form.
3. Provide PRACTI-CAL with information about children and youth within the jurisdiction of the District who are receiving health related services so that PRACTI-CAL can obtain a DHCS eligibility match.
4. Provide health care and/or related services as defined under State and Federal laws and regulations pertaining to the education of children and youth within the jurisdiction of the District. Said health care and/or related services shall be provided by qualified professionals who meet all applicable licensing and or certification requirements set forth in Federal and State of California statutes and/or regulations and who are under the general supervision of the District.
5. Submit to PRACTI-CAL, only such information as may be required to file a Medicaid claim under the LEA Billing Option Program, for such health services delivered to eligible children and youth within the jurisdiction of the District. Said information shall be provided on a form designated by PRACTI-CAL which shall include, but not be limited to the following: name, birth date, type of service, date of service, certain criteria dependent upon type of service, and signature of the professional delivering the services.
6. Provide to PRACTI-CAL, or its designee, information about the qualified professionals who meet all the applicable licensing and or certification requirements that will be providing health care and/or related services sufficient to complete a Medicaid claim when they begin with the program. Update this information when necessary. Said updates shall include additions to or deletions from this professional list.
7. Comply with any and all requirements set forth by the California State Department of Education and the California Department of Health Services regarding the Local Educational Agency (LEA) program, including but not limited to provider procedures as outlined in the Medi-Cal Inpatient/Outpatient Provider Manual.
8. Keep, maintain and have available CRCS supporting financial and service documentation at least until the auditing process of the Medi-Cal CRCS has been completed.
9. Keep and maintain appropriate charts, files and records of all professional services rendered by the District, its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances.



## **AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-92**

### **Big Brothers Big Sisters of Ventura County and Oxnard School District**

This Memorandum of Understanding explains and confirms the roles and responsibilities, service levels, and types of services provided between the **Oxnard School District** and **Big Brothers Big Sisters of Ventura County (BBBSVC)**.

#### **Memorandum of Understanding Purpose:**

The purpose of this Memorandum of Understanding is to create and confirm an effective working relationship between Big Brothers Big Sisters of Ventura County, Inc and the Oxnard School District. Big Brothers Big Sisters will provide a professional program manager to implement our evidence-based Site Based Mentoring Program, which has been shown to effect positive changes in school attendance, attitude, self-confidence and avoidance of risky behaviors.

#### **Memorandum of Understanding Timeline:**

The terms of the Memorandum of Understanding are effective: **July 1, 2018 through June 30, 2019.**

**Compensation: The Oxnard School District will not be charged for the services provided by Big Brothers Big Sisters of Ventura County.**

#### **Memorandum of Understanding Agreement and Description of Services**

##### **Big Brothers Big Sisters of Ventura County agrees to provide the following:**

1. BBBSVC agrees to provide Oxnard School District with a staff person from its organization to coordinate a site-based mentoring program at Lemonwood Elementary School.
2. The Program Manager provided by BBBSVC will complete an appropriate background check, recruit, screen, match, train, and monitor the volunteer mentors and other adults who will be working with elementary-aged students who are at-risk.
3. Mentors selected and trained by BBBSVC staff will volunteer weekly in the afterschool Programs at Lemonwood. Mentors will be recruited, trained, and matched from Channel Islands High School and CSUCI.
4. BBBSVC agrees to supply proof of workers' compensation, public liability, auto liability (when appropriate/requested) and medical malpractice (when appropriate/requested) insurance to Oxnard School District on an on-going basis to verify provider's on-going coverages are in force. Provider's public liability and auto liability (if appropriate/requested) shall name the District, its employees, agents and school board members as an additional insured.
5. BBBSVC staff will collect and share data necessary for the evaluation of the program, as required by local, state and federal evaluation requirements.
6. BBBSVC will also work with students from Oxnard School District in the Community Based Program. Youth can be referred by school personnel who need a mentor outside of school hours who are at risk and come from a single parent, kinship or a foster family home.

##### **The Oxnard School District agrees to the following:**

1. Provide student referrals to the After- school Site-Based Mentoring Program.
2. Provide appropriate space for one-to-one mentoring to occur during the After- School program.
3. Provide mentor orientation to the rules and procedures of the school site.
4. Allow collection of data to reflect attendance, discipline referrals, English and Math grades and any other information necessary for the evaluation of the program per grant requirements.

5. Provide support to develop a cohesive team of professionals to work with the program.

**Indemnification:**

Oxnard School District shall save, defend, hold harmless and indemnify the Provider (its employees, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Oxnard School District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Provider.

BBBSVC shall save, defend, hold harmless and indemnify the Oxnard School District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of Oxnard School District.

**This Memorandum of Coverage may be cancelled by either party upon 30 days written notice.**

**Approvals:**

**BIG BROTHERS BIG SISTERS  
OF VENTURA COUNTY:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
Lynne West, Chief Executive Officer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/5/2018

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

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

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Eric Liffers <b>PHONE (A/C, No, Ext):</b> (805)585-6112 <b>FAX (A/C, No):</b> (805)585-6212 <b>E-MAIL ADDRESS:</b> eliffers@tolmanandwiker.com	
<b>INSURED</b> Big Brothers Big Sisters of Ventura County Inc 4001 Mission Oaks Blvd. Suite J Camarillo CA 93012		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Nonprofits' Insurance Alliance of INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** 17/18 GL/AU/D&O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2017-18351	11/16/2017	11/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<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"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<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						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			2017-18351-DO-NPO	11/16/2017	11/16/2018	Each Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form CG20260413. Endorsement applies only as required by current written contract on file.

### CERTIFICATE HOLDER

### CANCELLATION

Oxnard School District 925 S. A St. Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Eric Liffers/ERICLI
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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 your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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





## AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-93

### The Coalition for Family Harmony and Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Coalition for Family Harmony and the Oxnard School District.

**PURPOSE:** The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. The Coalition will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to coordinate and facilitate Teen Dating Violence Education Groups at the schools for K - 8<sup>th</sup> grade girls and Bystander Groups for K - 8<sup>th</sup> grade boys.

Classes and intervention sessions will be conducted at designated Intermediate schools, based on need factor and identification of students. Teen Dating Violence groups will be for seven weeks /1 hour per session. The Bystander Groups will be for two week /1 hour sessions. All groups will be run by MFT Interns and Trainees who are under Clinical Supervision. The curriculum will cover the myths of sexual harassment, sexual assault and rape, methods that perpetrators use, date rape drugs, and rape and sexual assault prevention. The Coalition also offers a multitude of services that counselors and outreach specialists may refer families to as they are identified, such as: counseling, parenting programs, child abuse intervention programs, legal services, crisis response and intervention, and emergency shelter. If students within the group are identified as being in need of additional services, they and their families could be referred to some of the other services available through the coalition. Should MFT interns be available through Coalition for Family Harmony, students may be seen on school campuses.

**TERM:** The term of this MOU shall commence July 1, 2018 - June 30, 2019.

**COMPENSATION:** The Oxnard School District will not be charged for the services provided by The Coalition for Family Harmony for this program.

#### DESCRIPTION OF SERVICES:

**A. Oxnard School District agrees to the following:**

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Coalition staff member assigned at each school.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served.

**B. Coalition for Family Harmony agrees to the following:**

1. Provide trained facilitators at all agreed sites.
2. Work within the time frame appropriate for the school and agreed upon with the Site assistant principals, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to facilitators.
5. Utilize Pre and Post surveys with students attending groups and share the data with the Site Administrator and Outreach Specialists.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. The Coalition will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".

**TERMINATION:** Either party may terminate this MOU without cause upon thirty (30) days written notice.

**AUTHORIZED APPROVAL:**

**THE COALITION FOR FAMILY HARMONY:**

**OXNARD SCHOOL DISTRICT:**

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

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

Caroline Prijatel-Sutton, Executive Director  
*Typed Name/Title*

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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 your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Ana DeGenna

**Date of Meeting:** 9/5/18

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

**Ratification of Agreement/MOU #18-94 – R.M. Pyles Boys Camp (DeGenna/Ridge)**

R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-94 with R.M. Pyles Boys Camp.

**ADDITIONAL MATERIALS:**

**Attached:**    Agreement/MOU #18-94, R.M. Pyles Boys Camp (2 Pages)  
                    Certificate of Insurance (1 Page)

**Agreement/Memorandum of Understanding #18-94**  
**Oxnard School District**  
**and**  
**R.M. Pyles Boys Camp**

This Memorandum of Understanding (MOU) is entered into by and between R.M. Pyles Boys Camp and the Oxnard School District.

**Purpose:** R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantage boys ages 12 to 14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternative to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

**Term:** The term of this MOU shall commence Aug 31, 2018 and shall terminate Aug 31, 2019.

**Compensation:** The Oxnard School District **will not be charged for the services provided by R.M. Pyles Boys Camp.**

**Description of Services:**

**A. Oxnard School District agrees to the following:**

1. Based upon the selection criteria detailed in the provided "Selector Handbook", select qualified deserving boys to attend R.M. Pyles Boys Camp.
2. Oxnard School District will provide parents with camp brochure and answer any basic questions parents might have.
3. After selection, Oxnard School District will complete a "Reason for Selection Form", and submit this form included with the completed camper application to the camp office.
4. Oxnard School District will provide follow up with the families to ensure applications are submitted in a timely manner.
5. Oxnard School District will coordinate with a camp representative to schedule a Camper/Parent Orientation Meeting.
6. Oxnard School District will notify the Camp in a timely manner of any last minute dropouts.

**Termination:** Either party may terminate this MOU without cause upon thirty (30) days written notice.

**Authorized Approval:**

**R.M. PYLES BOYS CAMP:**

**OXNARD SCHOOL DISTRICT:**

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

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

Adam Bell, Executive Director  
*Typed Name/Title*

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

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

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



# Markel Insurance Company

## COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: **8502CY343892 - 7**

RENEWAL OF NUMBER: 8502CY343892-6

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

R.M. Pyles Boys Camp, Inc.  
27211 Henry Mayo Dr.  
Valencia, CA 91355

Policy Period: From 12-31-2017 To 12-31-2018, at 12:01 A.M. Standard Time at your mailing address shown above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

### Limits Of Insurance

General Aggregate Limit (Other Than Products-Completed Operations)	\$	<u>5,000,000</u>	
Products-Completed Operations Aggregate Limit	\$	<u>5,000,000</u>	
Personal And Advertising Injury Limit	\$	<u>1,000,000</u>	
Each Occurrence Limit	\$	<u>1,000,000</u>	
Damage To Premises Rented To You Limit	\$	<u>See MGL1242</u>	Any One Premises
Medical Expense Limit	\$	<u>See MGL1242</u>	Any One Person

### Retroactive Date (CG 00 02 Only) N/A In New York

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: None

(Enter Date Or "None" If No Retroact Date applies)

### Business Description And Location Of Premises

Form Of Business: Corporation

Business Description: Misc. Camps Not for Profit

Location Of All Premises You Own, Rent Or Occupy:

**SEE ATTACHED "EXTENSION OF DECLARATIONS"**

### Producer Number, Name and Mailing Address

68658 / Manion Bell Ins Assoc  
PO Box 36186  
Los Angeles, CA 90036





## **Agreement/Memorandum of Understanding #18-96**

### **Children's Resource Program/Ventura County Medical Resource Foundation**

This Memorandum of Understanding (MOU) is entered into by and between Children's Resource Program/Ventura County Medical Resource Foundation and the Oxnard School District.

**Purpose:** The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care.

The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

**Term:** The term of this MOU shall commence August 16, 2018 and shall terminate June 30, 2019.

**Compensation:** The Oxnard School District **will not be charged for the services provided by** Children's Resource Program/Ventura County Medical Resource Foundation.

#### **Description of Services:**

**A. Oxnard School District agrees to the following:**

1. Serve as lead administrative agent of all schools.
2. Provide student referrals to the Provider as appropriate.
3. Outreach specialists or designated staff will provide information about the Provider and offered programs to families as appropriate.

**B. Children's Resource Program/Ventura County Medical Resource Foundation agrees to the following:**

1. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
2. Provider agrees to follow Oxnard School District program guidelines and comply with HIPPA standards.
3. Provide training to the Oxnard School District staff regarding referral process and services provided by Children's Resource Program/Ventura County Medical Resource.
4. Children's Resource Program/Ventura County Medical Resource staff will respect and work in conjunction with the school and district policies and procedures.

**Termination:** Either party may terminate this MOU without cause upon thirty (30) days written notice.

**Authorized Approval:**

**CHILDREN'S RESOURCE PROGRAM/VENTURA COUNTY MEDICAL RESOURCE FOUNDATION:**

---

*Signature*

Victoria Chandler, President/CEO  
*Typed Name/Title*

---

*Date*

**OXNARD SCHOOL DISTRICT:**

---

*Signature*

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

---

*Date*



**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/5/18

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 Work Authorization Letter #5 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the Kinder/Flex Facility Project at Ramona Elementary School (Penanhoat/Fateh/CFW)**

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

The District, in consultation with CFW, recommends issuing Work Authorization Letter #5 to Knowland Construction Services, to provide DSA Inspector of Record (IOR) and In-Plant Inspections for the Kinder/Flex Facility Project at Ramona Elementary School.

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

Master Agreement: **#13-129**

Work Authorization Letter: **#5**

Consultant: **Knowland Construction Services**

Date Issued: **09/05/2018**

**FISCAL IMPACT**

**Ninety Thousand One Hundred Dollars and No Cents (\$90,100.00)** to be paid out of the Master Construct and Implementation Funds.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5 for Master Agreement #13-129 with Knowland Construction Services.

**ADDITIONAL MATERIAL(S)**

Attached:

- WAL #5 Knowland Construction Services (1 Page)
- KCS Proposal for IOR (2 Pages)
- KCS Proposal for In-plant Inspector (2 Pages)
- Master Agreement #13-129 (25 pages)



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b>		<b>DATE:</b>	9/5/2018
<b>SITE NAME:</b>	Ramona	<b>DSA #</b>	03-119033
<b>MASTER AGREEMENT #:</b>	13-129	<b>OPSC #</b>	
<b>WAL #:</b>	5	<b>VENDOR ID:</b>	

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Knowland Construction Services Street: 33 Narcissa Drive City, State, Zip: Rancho Palos Verdes, CA 90275 Phone: 626.786.4331

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

Knowland Construction Services will be performing Inspection services as required by the District for Division of the State Architect. The Inspector of Record ("IOR") shall provide adequate coverage to required inspections of the work, from NTP to close-out; as outlined on the DSA approved documents and the DSA 103 forms, provide routine inspections, coordinate special inspections and off-site inspections, maintain active communication with project team, review, approval, filing, archiving of project documents including RFIs, submittals, change orders, daily reports and any other documents that require IOR's approval and/or review as required by DSA. Knowland Construction Services will also provide In-plant inspections as required by DSA.

*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

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

<b>START DATE:</b> September 5, 2018	<b>COMPLETION DATE:</b> February 28, 2019
<b>FIXED FEE AMOUNT:</b> <u>Ninety Thousand One Hundred Dollars and No Cents (\$90,100.00)</u>	

*This fee amount is based upon Consultant's proposal dated 8/1/18 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 Consultant's specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.*

*This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.*

**IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:**

<b>DISTRICT</b>	<b>CONSULTANT</b>
OXNARD SCHOOL DISTRICT	CONSULTANT

(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
-------------	--------	-------------	--------

**FOR DISTRICT USE ONLY**

PROJECT MANAGER: Jennifer McIsaac	PREPARED BY: Sean Mahan
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R"	<input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program
COST ID: 6290	

(P.M APPROVAL SIGNATURE)

(DATE)

# **Knowland Construction Services**

## **PROPOSAL FOR PROJECT INSPECTORS**

SCHOOL DISTRICT:       **Oxnard School District**

INSPECTORS:           **Kim Ginnever / Tom Kimbrell / Sam Samadzedah /  
John Terrones (or other approved inspector.)**

PROJECT:               **Ramona Elementary School – Kinder-flex**

DURATION:             **September 1, 2018 / February 28, 2019**

RATE:                   **\$85.00 / Hour @ 120 Days / 960 Hours**

TOTAL ESTIMATE:       **\$81,600.00**

### **PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:**

#### **Includes:**

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
3. The District & the Inspector, Knowland Inc., shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.



4. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 1 week. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc , shall maintain in effect a 2 million dollar General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Oxnard School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Inc. (Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications. Trailers and restrooms shall be reimbursable plus 10% if necessary.
9. District shall be billed at the provided rate for project services including shop and site inspection. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record

*Christopher Knowland*

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Christopher Knowland – KCS  
Knowland Inc.

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Agent – Oxnard School District

# **Knowland Construction Services**

## **PROPOSAL FOR PROJECT INSPECTORS**

SCHOOL DISTRICT:       **Oxnard School District**

INSPECTORS:           **Chris Knowland / Tom Corral / Jim Carter  
(or other approved inspector.)**

PROJECT:               **INPLANT INSPECTION – Kindergarten Building 1 sites**

DURATION:             **August 1 2018 / November 1, 2018**

RATE:                   **\$85.00 / Hour @ 40 Days / 100 Hours Estimated**

TOTAL ESTIMATE:       **\$8,500.00**

### **PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:**

#### **Includes:**

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
3. The District & the Inspector, Knowland Inc., shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.

4. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 1 week. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc , shall maintain in effect a 2 million dollar General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Oxnard School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Inc. (Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. Billable hours include inspection time, administrative time, and project management. Days are billed in 8 hour increments, and overtime is applied at 1 1/12 standard rate. KCS shall provide all utility lines, office space and furniture for the in-plant inspector. On large projects, trailers and restrooms shall be reimbursable plus 10% if necessary.
9. District shall be billed at the provided rate for project services including shop and site inspection. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record

Christopher Knowland

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Christopher Knowland – KCS  
Knowland Inc.

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Agent – Oxnard School District

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

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

RECITALS

*33 Narcissa Drive  
Rancho Palos Verdes, Ca 90271*

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

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

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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 [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

CK  
(Initials)

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

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

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

CK (Initials)

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

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

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

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

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

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

CK (Initials)

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

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

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

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

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

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

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

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

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

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

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

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**KNOWLAND CONSTRUCTION SERVICES INC.:**

Christopher Knowland  
Signature

Christopher Knowland, President  
Typed Name/Title  
Operations

October 29, 2013  
Date

Tax Identification Number: 20-4112757

Not Project Related

Project #13-129

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


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

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

Not Project Related

Project #13-129

		<b>WORK AUTHORIZATION LETTER (WAL)</b>	
<b>GENERAL INFORMATION</b>			
PROJECT #:		DATE:	
SITE NAME:		DSA #:	
MASTER AGREEMENT #:		OPSC #:	
WAL #:		VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>			
<b>DISTRICT</b>		<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
(ATTACH ADD'L PAGES AS NECESSARY)			
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
START DATE:		COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____			
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>			
<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>			
<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>			
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>			
<b>DISTRICT</b>		<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>		<b>CONSULTANT:</b>	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
<b>FOR DISTRICT USE ONLY</b>			
PROJECT MANAGER:		PREPARED BY:	
PO #:		PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:			
(PM APPROVAL SIGNATURE)	(DATE)		
<b>SPECIAL INSTRUCTIONS:</b>			



Not Project Related

Project #13-129

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

**COMPENSATION & RATE/FEE SCHEDULE**

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

**PROJECT DSA INSPECTION FEE SCHEDULE**

**Hourly Rates**

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

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

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

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

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

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

Not Project Related

Project #13-129

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

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

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

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

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

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

Not Project Related

Project #13-129

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

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #13-129

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #13-129

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

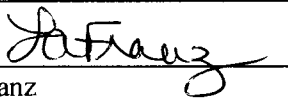
**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 11-20-13

By:   
Lisa A. Franz  
Director, Purchasing

Not Project Related

Project #13-129

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

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

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

Not Project Related

Project #13-129

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

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

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

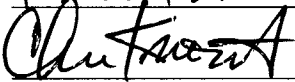
AND/OR

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

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

Date: October 29, 2013

Proper Name of Contractor: Knowland Construction Services

Signature: 

By: Christopher Knowland

Its: President Operations

Not Project Related

Project #13-129

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

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

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

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

**1. Certifications:**

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

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

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

**3. Construction Phase Services Required:**

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

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

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



Not Project Related

Project #13-129

## 5. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 6. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 7. Accuracy Standards

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

- Not Project Related
- Project #13-129

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**  
**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_ :**      **[INSERT PROJECT NAME]**

**Consultant: Knowland Construction Services ("KCS")**

---

KCS has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of KCS, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

Knowland Construction Services                      Date

The invoice has been reviewed by the following and is recommended for payment:

---

Caldwell Flores Winters, Inc.                      Date

---

Oxnard School District                      Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services

- Not Project Related  
 Project #13-129

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 #: \_\_\_\_\_

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>				#VALUE!	\$0.00	#VALUE!	#VALUE!

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

Not Project Related

Project #13-129

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values: % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

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



KNOWCON-01

KENNYN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2013

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

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

<b>PRODUCER</b> <b>Cass &amp; Johansing</b> 825 Colorado Blvd., Suite 215 Los Angeles, CA 90041	<b>CONTACT NAME:</b> Carmen Amirian <b>PHONE (A/C, No, Ext):</b> (626) 568-9933 <b>FAX (A/C, No):</b> (626) 568-2886 <b>E-MAIL ADDRESS:</b> carmena@cassandjohansing.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Ironshore Specialty Ins. Co. <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b>  <b>Knowland Construction Services</b> 33 Narcissa Drive Rancho Palos Verdes, CA 90275	<b>NAIC #</b>


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 \$
	<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>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 <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			001005002	12/15/2012	12/15/2013	Each Wrongful Act 1,000,000
A	Professional Liab.			001005002	12/15/2012	12/15/2013	Aggregate 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>Oxnard School District</b> Attn: Lisa Cline 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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PO BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 10-29-2013

GROUP:  
 POLICY NUMBER: 1793828-2013  
 CERTIFICATE ID: 38  
 CERTIFICATE EXPIRES: 07-01-2014  
 07-01-2013/07-01-2014

OXNARD SCHOOL DISTRICT  
 1051 S A ST  
 OXNARD CA 93030-7442

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0018 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OXNARD SCHOOL DISTRICT

ENDORSEMENT #1800 - DIANA KNOWLAND PRES - EXCLUDED.

ENDORSEMENT #1800 - CHRISTOPHER KNOWLAND VP SEC TRES - EXCLUDED.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KNOWLAND INC DBA: KNOWLAND CONSTRUCTION SERVICES  
 33 NARCISSA DR  
 RANCHO PALOS VERDES CA 90275

SC

[P.W.30]

**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/5/18

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 Work Authorization Letter #8 to Agreement #13-126 with MNS Engineers to provide waterline easements for the McKinna Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)**

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At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-126 with MNS Engineers to provide Project Surveyor Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #8 to MNS Engineers to provide two (2) 15' wide waterline easements as per the exhibit and ACAD file provided by CFW. This will include a legal description and an exhibit for the easements, which will then be submitted to CFW for review. Upon approval, CFW will obtain the necessary signatures and record said easements.

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

Master Agreement: **#13-126**

Work Authorization: Letter **#8**

Consultant: **MNS Engineers**

Date Issued: **09/05/2018**

**FISCAL IMPACT**

**Two Thousand Eight Hundred Sixty Dollars and Zero Cents (\$2,860.00)** to be paid out of the Master Construct and Implementation Funds.




## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #8 for Master Agreement #13-126 with MNS Engineers.

## **ADDITIONAL MATERIAL(S)**

Attached:

- WAL #8 – MNS Engineers (1 Page)
- MNS Engineers Proposal, August 1, 2018 (4 Pages)
- Master Agreement #13-126, MNS Engineers (32 Pages)

	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
<b>PROJECT #:</b> <b>SITE NAME:</b> McKinna <b>MASTER AGREEMENT #:</b> 13-126 <b>WAL #:</b> 8	<b>DATE:</b> 9/5/2018 <b>DSA #</b> 03-118371 <b>OPSC #</b> <b>VENDOR ID:</b>	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> <b>Street:</b> <b>City, State, Zip:</b> <b>Phone:</b>	<b>MNS Engineers Inc.</b> 4580 E. Thousand Oaks Blvd. Ste. 101 Westlake Village, CA 91362 805.379.1718
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
Provide two (2) 15' wide waterline easements as per the exhibit and ACAD file provided by CFW. This will include a legal description and an exhibit for the easements. This will then be submitted to CFW for review and upon approval CFW will obtain the necessary signatures and record said easements. <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<b>START DATE:</b> 9/5/2018	<b>COMPLETION DATE:</b> 2/28/19	
<b>FIXED FEE AMOUNT:</b> Two Thousand Eight Hundred Sixty Dollars and No Cents (\$2,860.00)		
<i>This fee amount is based upon Consultant's proposal dated <u>8/1/2018</u> and subsequent negotiations mutually agreed to by all parties</i>		
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>		
<i>This WAL and associated Master Agreement hereby 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>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT</b>	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
<b>FOR DISTRICT USE ONLY</b>		
<b>PROJECT MANAGER:</b> Mario Mera <b>P.O. #</b> <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds <b>COST ID:</b> 6140	<b>PREPARED BY:</b> Sean Mahan <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)	(DATE)	
<b>SPECIAL INSTRUCTIONS:</b>		



4580 E. Thousand Oaks Blvd., Suite 101/Westlake Village, CA 91362  
Ph. (805) 648-4840 / C. (805) 896-9473

August 1, 2018

N. David Fatehy  
Director of Facilities  
Oxnard School District  
51055 South C Street  
Oxnard, CA 93030

Regarding: **McKinna Elementary School Waterline Easements**

Dear David,

MNS Engineers, Inc. (MNS) is pleased to offer the District the following cost estimate for providing surveying services for McKinna Elementary School waterline easements. Our experienced surveyors can fully address the project's needs in a timely and cost efficient manner.

**MNS is signatory to IUOE local 12. DIR # 1000003564**

The scope and fees are figured on a Time and Material basis for this project and are detailed in Exhibit "A". This proposal is based on our current rate of \$280 per hour for a two-person survey crew. Our office fees are per the attached schedule of fees.

Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit A. We would expect to receive payment within thirty (30) days after your receipt of our invoice. Outside services will be invoiced directly to you through your suppliers or at "cost plus" when invoiced through MNS.

Insurance coverage provided by MNS and included in our offer of this proposal are \$1,000,000 for each General Liability, Personal Liability, Auto Liability, and Professional Liability. Upon request, we will provide a Certificate of Insurance for the insurance coverage listed above. Should you require additional coverage the costs that we incur from our insurance carriers will be invoiced at their direct costs and are not included in our fee quoted within this proposal.

Should this proposal meet with your approval we can execute an ACEC professional services agreement. Alternatively, you may wish to issue your own contract which MNS has executed on previous projects.

Thank you for your consideration. We look forward to working with you on another successful project.

Sincere regards,  
MNS ENGINEERS, INC.

A handwritten signature in cursive script that reads "Fred Tice".

Fred Tice, PLS  
Principal Surveyor

**EXHIBIT A  
SCOPE OF SERVICES  
McKinna Elementary School Reconstruction**

**This cost estimate is based on the exhibit by Delane Engineering dated 6/08/18.**

Item 1	<b>Waterline Easements</b> Provide two (2) 15' wide waterline easements as per the exhibit and ACAD file provided by CFW. This will include a legal description and an exhibit for the easements. This will then be submitted to CFW for review and upon approval CFW will obtain the necessary signature's and record said easements.	<b>\$2,860</b>
--------	---	----------------

## **EXHIBIT A**

### **Assumptions, Exclusions and Understandings**

1. Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the Superintendent to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without prior authorization from the superintendent.
2. Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the superintendent prior to proceeding with such items of work.
3. Work may be requested that, due to the Contractor's schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
4. Contract Payment and Reimbursable Expenses:
  - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
  - b) Courier service, blueprinting, and reproduction cost are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
5. Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$280 per hour for a two-person survey crew.
6. Governmental agency fees or charges and/or deposits are the responsibility of the client.
7. Digital files for plans will be provided by the client prior to work proceeding.
8. All record documents that relate to the existing monumentation shown on the plans will be provided by the client prior to work proceeding.
9. The cost for the survey supplies are factored into each line item fee.
10. There will not be any retention on our invoicing.

## **STANDARD SCHEDULE OF FEES**

*Effective July 1, 2018 through June 30, 2019*

### **Surveying**

Principal Surveyor/Project Manager	\$220/hr.
Senior Project Surveyor	\$195/hr.
Assistant Project surveyor	\$135/hr.
Supervising CADD Technician	\$135/hr.
2 person crew	\$280/hr.
1 person crew	\$180/hr.

### **Direct Expenses:**

Use of outside consultants as well as copies, blueprints, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%).

### **Prevailing Wage Rates:**

MNS surveyors are signatory to IUOE Local 12. A 2-person survey crew is \$280 per hour.

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT)**

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 **MNS Engineers, Inc.** ("Consultant") with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District's sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

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

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

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



a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

#### **9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

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

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

#### **10. Responsibilities of District.**

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

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

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

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

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

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

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

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

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

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


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

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

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

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


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

 (Initials)

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

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

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

 (Initials)

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


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

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

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

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

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

 (Initials)

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

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

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

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

To Consultant: MNS Engineers, Inc.  
4580 E. Thousand Oaks Blvd., Suite 101  
Westlake Village, CA 91362  
Attention: Fred Tice  
T: (805) 648-4840  
Email: ftice@mnsengineers.com

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

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



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

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

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

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

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**MNS ENGINEERS INC.:**

[Signature]  
Signature

JAMES A. SALVIO, PRESIDENT & CEO  
Typed Name/Title

29 OCTOBER 2013  
Date

Tax Identification Number: 95-2000889

- Not Project Related  
 Project #13-126


**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

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

- Not Project Related  
 Project #13-126

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

- Not Project Related  
 Project #13-126

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**COMPENSATION & RATE/FEE SCHEDULE**

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

**MNS Engineers Standard Schedule of Fees**

**Effective July 1, 2013 through June 30, 2014**

**Project Management**

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

**Surveying**

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

**Technical Support**

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

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

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts

Not Project Related

Project #13-126

allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

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

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

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

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

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

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

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with

- Not Project Related
- Project #13-126

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

- Not Project Related
- Project #13-126

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

Project #13-126

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

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

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

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

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

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

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

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

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

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



- Not Project Related
- Project #13-126

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

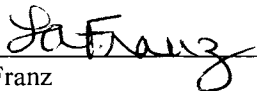
**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 11-20-13

By:   
Lisa A. Franz  
Director, Purchasing

- Not Project Related  
 Project #13-126

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

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

- Not Project Related
- Project #13-126

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

Name: FRED TICE

Title: PRINCIPAL SURVEYOR

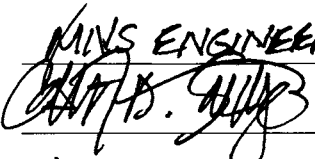
AND/OR

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

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

Date: 10.29.2013

Proper Name of Contractor: MINS ENGINEERS, INC.

Signature: 

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

Not Project Related

Project #13-126

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**SCOPE OF SERVICES – PROJECT SURVEYOR**

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

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

**1) Boundary Survey-General Requirements:**

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

**2) Topographic Survey Scope of Services:**

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
  1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
  2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
  3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
  4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
  5. Note possibilities of prescriptive rights-of-way and the nature of each;
  6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01'. Location of benchmark to be determined by Architect of Record;
  7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
  8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
  9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

Not Project Related

Project #13-126

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
  - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
  - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
  - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
  - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

### **3) Reports**

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

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

### **4) Time**

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

### **5) Accuracy Standards**

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.



- Not Project Related  
 Project #13-126

CONSULTANT/VENDOR 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 #: \_\_\_\_\_

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>				#VALUE!	\$0.00	#VALUE!	#VALUE!

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

- Not Project Related  
 Project #13-126

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 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.**





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

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, **whichever are less**. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this Insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the

"personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy No. BA2220L967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE-** This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED
- B. EMPLOYEE HIRED AUTO
- C. EMPLOYEES AS INSURED
- D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS
- E. TRAILERS -INCREASED LOAD CAPACITY
- F. HIRED AUTO PHYSICAL DAMAGE
- G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
- I. WAIVER OF DEDUCTIBLE-GLASS
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. AUTO LOAN LEASE GAP
- M. BLANKET WAIVER OF SUBROGATION

#### A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
  - (a) \$50,000;
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

### I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

#### Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.S., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 9/5/18

**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 \_\_\_\_\_

**Approval of Amendment #005 to Agreement #12-231 with SVA Architects to provide additional Architectural Services for the Lemonwood K-8 School Reconstruction Project (Penanhoat/Fateh/CFW)**

---

At the June 5, 2013 Board meeting, the Board of Trustees approved Agreement #12-231 authorizing an architectural services contract between MVEI Architects (now and going forward known as SVA Architects) and the District for the Lemonwood K-8 School Re-Construction Project.

The attached proposal received from SVA Architects, Inc. dated August 16, 2018 is presented to the District for the additional costs associated with design revisions, and the administrative fees for presentation to both the Division of the State Architect (“DSA”) and California Department of Education (“CDE”) for review and approval from each jurisdiction.

**FISCAL IMPACT:**

Thirteen Thousand Four Hundred Ten Dollars and Zero Cents (\$13,410.00) to be paid out of the Master Construct and Implementation funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc, that the Board of Trustees approve Amendment #005 to Agreement #12-231 for additional Architectural Services for the Lemonwood K-8 School Reconstruction Project.

**ADDITIONAL MATERIAL(S):**

Attached:

- Amendment #005, SVA Architects Inc. (3 Pages)
- Proposal dated 8/16/18, SVA Architects Inc. (1 Page)
- Architectural Services Agreement#12-231, MVEI Architects Inc. (79 Pages)

**Amendment No. 005 to Architect  
Services Agreement #12-231**

The Architect Services Agreement (“Agreement”) #12-231 entered into on June 5, 2013, by and between the Oxnard School District (“District”) and MVEI Architects, Inc. (Now known as SVA Architects, Inc.) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 005 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 3 of the District’s Facilities Implementation Plan, otherwise referred to as the Lemonwood K-8 School Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the New Lemonwood K-8 School campus;

WHEREAS, upon consideration of the proposed modifications to the new MPR area, and the timing of those modifications, the District requires amending the scope of work of SVA Architects to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

**AMENDMENT**

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is expanded to include MPR building improvements. The proposed amendment contemplates all design work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.



The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit F hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.5 to the Agreement as follows:

**SECTION 5.2.5 Additional Compensation for Lemonwood K-8 School Reconstruction Project revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "F" thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

- A. Thirteen Thousand Four Hundred Ten Dollars and Zero Cents (\$13,410.00) for the adjusting of the scope of the Lemonwood K-8 School Reconstruction project and incorporating the additional scope including: prepare drawings and CCD package for projector and drop-down screen, coordination with structural engineer, provide structural analysis and design for support and bracing of new projector and drop-down screen at the MPR building, provide detail comments for the new equipment described above, provide structural calculation and drawings as part of the CCD package to DSA submission, respond to DSA structural related review comments to obtain approval.**

**The combined sum for the additional services total:**

**Thirteen Thousand Four Hundred Ten Dollars and Zero Cents (\$13,410.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on June 5, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 005 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

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

\_\_\_\_\_  
Date

**SVA ARCHITECTS, INC.:**

By: \_\_\_\_\_  
By: Robert Simons, Principal

\_\_\_\_\_  
Date



## PROPOSAL - AMENDMENT NO. 5

<b>Architect:</b>	SVA Architects, Inc. ("Architect") 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707	<b>Client:</b>	Oxnard School District ("Client") 1051 South A Street Oxnard, CA 93030
<b>Architect Contact:</b>	Mel Tan, Tom Bardwell	<b>Client Contact:</b>	Scott Burkett, Caldwell Flores Winters, Inc. Dr. Cesar Morales, Oxnard School District
<b>Agreement Date:</b>	June 5, 2013 ("Agreement")	<b>Amendment Date:</b>	August 16, 2018 ("Amendment")
<b>Project Name:</b>	Project 3 – Lemonwood Reconstruction ("Project")	<b>Description:</b>	Projector and Down Drop Screen in MPR
<b>Job No:</b>	2013-40121.805	<b>Client Ref:</b>	n/a

### A. Scope of Services

SVA and its Structural Engineer ("Petra") and Electrical Engineer ("Tk1sc") shall provide the following services in accordance with the terms and conditions of the Agreement:

1. Prepare drawings and CCD package for projector and drop-down screen.
2. Coordination with Structural Engineer and Electrical Engineer.
3. Provide structural analysis and design for support and bracing of new projector and drop-down screen at the MPR building.
4. Provide detail comments for the new equipment described above.
5. Provide structural calculation and drawings as part of the CCD package to DSA submission.
6. Respond to DSA structural related review comments to obtain approval.

### B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Thirteen Thousand Four Hundred Ten Dollars (\$13,410.00)**.

Service	Fee
SVA Architects, Inc.	\$ 8,310.00
Petra Structural Engineers	\$ 3,500.00
Tk1sc	\$ 1,600.00
<b>Total</b>	<b>\$13,410.00</b>

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

<b>Architect:</b>	SVA Architects, Inc.
<b>Signature:</b>	
<b>Printed Name:</b>	Robert M. Simons, AIA Lic. No. C18301
<b>Title:</b>	President & Partner
<b>Date:</b>	

Approved and Accepted:

<b>Client:</b>	Oxnard School District
<b>Signature:</b>	
<b>Printed Name:</b>	Lisa A. Franz
<b>Title:</b>	Director, Purchasing
<b>Date:</b>	

RS:JS

**OSD #12-231**

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**MVE INSTITUTIONAL, INC.**

**AND**

**OXNARD SCHOOL DISTRICT**

**JUNE 5, 2013**

**FOR**

**PROJECT 3 – LEMONWOOD RECONSTRUCTION**

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**MVE INSTITUTIONAL, INC.**

**AND**

**OXNARD SCHOOL DISTRICT**

**JUNE 5, 2013**

**FOR**

**PROJECT 3 – LEMONWOOD RECONSTRUCTION**

## TABLE OF CONTENTS

PREAMBLE .....	4
RECITALS.....	4
AGREEMENT .....	4
SECTION 1: GENERAL PROVISIONS .....	4
1.1 DEFINITIONS.....	4
1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS .....	9
SECTION 2: EMPLOYMENT OF ARCHITECT.....	9
2.1 EMPLOYMENT OF ARCHITECT .....	9
2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES .....	9
2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.....	9
SECTION 3: THE PROJECT.....	10
SECTION 4: SERVICES.....	10
4.1 BASIC SERVICES .....	10
4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES.....	10
4.3 ADDITIONAL SERVICES .....	13
SECTION 5: ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE.....	13
5.1 COMPENSATION FOR BASIC SERVICES.....	14
5.2 COMPENSATION FOR ADDITIONAL SERVICES.....	14
5.3 DISPUTED AMOUNTS.....	15
5.4 COMPENSATION FOR REIMBURSABLE SERVICES.....	15
5.5 INVOICES .....	16
SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION.....	17
6.1 TERMINATION BY DISTRICT .....	17
6.2 ARCHITECT DEFAULT .....	18
6.3 DISTRICT REMEDIES.....	19
6.4 TERMINATION BY ARCHITECT .....	20
6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT .....	20
SECTION 7: DUTIES AND LIABILITIES OF DISTRICT.....	20
7.1 DUTIES .....	20
7.2 LIMITATION ON LIABILITY OF DISTRICT .....	22
SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES .....	22
8.1 CONSTRUCTION BUDGET.....	22
8.2 ESTIMATED PROJECT CONSTRUCTION COST .....	22
SECTION 9: PROJECT SCHEDULE .....	23
9.1 SCHEDULE .....	23
SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE.....	23
10.1 OWNERSHIP .....	23
10.2 REUSE BY DISTRICT .....	24

10.3	COPYRIGHT.....	25
10.4	TECHNOLOGY USED.....	25
10.5	DELIVERABLES UPON TERMINATION .....	25
10.6	NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES .....	25
SECTION 11: INDEMNIFICATION AND INSURANCE .....		25
11.1	INDEMNIFICATION .....	25
11.2	INSURANCE.....	26
SECTION 12: DISPUTE RESOLUTION.....		29
12.1	RESOLUTION OF CLAIMS .....	29
12.2	RESOLUTION OF OTHER DISPUTES .....	29
12.3	SUBMISSION OF A CLAIM.....	29
12.4	CLAIMS RESOLUTION PROCESS .....	30
12.5	NON-WAIVER OR RELEASE.....	31
SECTION 13: NOTICES.....		31
13.1	NOTICES .....	31
SECTION 14: REPRESENTATIONS OF THE ARCHITECT .....		31
14.1	REPRESENTATIONS OF THE ARCHITECT .....	32
14.2	COMPLIANCE WITH LAWS.....	32
14.3	SUPPLEMENTAL CONDITIONS.....	33
SECTION 15: MISCELLANEOUS PROVISIONS .....		33
15.1	SUCCESSORS AND ASSIGNS .....	33
15.2	SEVERABILITY .....	34
15.3	ENTIRE AGREEMENT .....	34
15.4	GOVERNING LAW AND VENUE.....	34
15.5	NON-WAIVER .....	34
15.6	INDEPENDENT CONTRACTOR .....	34
15.7	NO ASBESTOS CERTIFICATION .....	34
15.8	NON-DISCRIMINATION.....	34
15.9	NO THIRD PARTY BENEFICIARY.....	35
15.10	ASSISTANCE OF COUNSEL.....	35
15.11	AUTHORITY TO EXECUTE.....	35
15.12	HEADINGS .....	35
15.13	EXECUTION IN COUNTERPARTS.....	35
EXHIBIT A .....		PROJECT
EXHIBIT B .....		BASIC SERVICES AND DESCRIPTION OF SUBMITTALS
EXHIBIT C .....		DELIVERABLES
EXHIBIT D .....		INVOICE APPROVAL LETTER & COVER SHEET
EXHIBIT E .....		FINGERPRINTING REQUIREMENTS

## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 5<sup>th</sup> day of **June, 2013** by and between **MVE Institutional, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **3 MacArthur Place, Suite 850, Santa Ana, CA 92707** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

### RECITALS

**WHEREAS, the District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

**WHEREAS, the Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

**WHEREAS, the Parties** intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

### AGREEMENT

**NOW, THEREFORE,** in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

#### SECTION 1 GENERAL PROVISIONS

- 1.1** **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
- 1.1.1** “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
- 1.1.2** “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
- 1.1.3** “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
- 1.1.4** “**Architect**” shall mean the architectural firm listed in the first paragraph of this Agreement.



- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 “**CHPS**” shall mean Collaborative for High Performance Schools.
- 1.1.19 “**Construction Budget**” shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 “**Construction Cost**” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 “**Construction Documents**” shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 “**Construction Manager**” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 “**Construction Document Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.24 “**Construction Phase(s)**” shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 “**Constructability Review**” shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “**Contractor**” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “**Contractor Payment Application**” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 “**Design Bid Build**” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 “**Design Development Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.30 “**District**” shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District’s facilities Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 “Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specification approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval is maintained.
- 1.1.61 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

- 2.1 EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect’s review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect’s behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

### **SECTION 3**

#### **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

### **SECTION 4**

#### **SERVICES**

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District Staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The project will be managed through the Primavera Contract Management System project management software from design through closeout. Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits B and C**.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational



Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

### **4.3 ADDITIONAL SERVICES**

**4.3.1 Architect Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

**4.3.2** The following services are not Basic Services under this Agreement and are to be considered Additional Services:

**4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

**4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

**4.3.2.3** Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

**4.3.2.4** Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

**4.3.2.5** Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

## **SECTION 5**

**ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE**

**5.1 COMPENSATION FOR BASIC SERVICES**

**5.1.1 Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million Eight Hundred Ninety-Nine Thousand Three Hundred Twelve Dollars No Cents (\$1,899,312.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<b><u>Architectural Phases</u></b>	
<b>Project Initiation</b>	<b>2%</b>
<b>Development of Architectural Program</b>	<b>2%</b>
<b>Schematic Design</b>	<b>9%</b>
<b>Design Development</b>	<b>14%</b>
<b>Construction Documents</b>	<b>43%</b>
<b>Bidding/DSA</b>	<b>5%</b>
<b>Construction Administration</b>	<b>20%</b>
<b>Close-Out</b>	<b>5%</b>

**5.1.1.1 Invoices.** Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

**5.1.1.2 Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect’s Consultant(s) providing Services in connection with this Agreement have been paid.

**5.2 COMPENSATION FOR ADDITIONAL SERVICES**

**5.2.1** Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District’s Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 **DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

#### 5.4 **COMPENSATION FOR REIMBURSABLE SERVICES**

5.4.1 **PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

**5.4.2.3 Fees for Consultants.** Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

## **5.5 INVOICES**

**5.5.1 Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

**5.5.1.1** Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

**5.5.1.2** Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

**5.5.1.3** Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT 3 – LEMONWOOD RECONSTRUCTION**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final

invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

## **SECTION 6**

### **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

#### **6.1 TERMINATION BY DISTRICT**

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

### **6.3 DISTRICT REMEDIES**

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services

accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

**6.3.6 Payment to Consultant.** If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

**6.4 TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

**6.4.1 Failure to Pay Undisputed Amounts.** The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

**6.4.2 Long Term Suspension of Project.** If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

**6.5.1 Payment for Services.** In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

## **SECTION 7**

### **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 Program Manager:** The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

**7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.



**7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

**7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

**7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

**7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.

**7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

**7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.

**7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

**7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.

**7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

**7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

**7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

**7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

**7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

**7.2.1** Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

**8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes

aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

## **SECTION 9**

### **PROJECT SCHEDULE**

#### **9.1 SCHEDULE**

**9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

**9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

**9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

**9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

## **SECTION 10**

### **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

**10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form

(hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

**10.2 REUSE BY DISTRICT.** All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

**10.2.1** The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

**10.2.2** Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

#### **11.1 INDEMNIFICATION.**

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1** Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2** Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.
- 11.2** **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1** **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2** Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

**11.2.1.4** Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

**11.2.1.5** Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

**11.2.2 Minimum Scope of Insurance.**

**11.2.2.1** Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

**11.2.2.2** Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

**11.2.3 Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

**11.2.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

**11.2.4.1** The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

**11.2.4.2** On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

**11.2.4.4** The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:

**11.2.5.1** Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

**11.2.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

**11.2.5.3** The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

**11.2.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

**11.2.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

**11.2.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

**11.2.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a



bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

## **SECTION 12**

### **DISPUTE RESOLUTION**

**12.1 RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

**12.2 RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

### **12.3 SUBMISSION OF A CLAIM**

**12.3.1 By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

**12.3.2 By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.4 CLAIMS RESOLUTION PROCESS.** The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

**12.4.1 Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.2 Deferral of Agreement Disputes.** Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

**12.4.3 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

**12.4.3.1 Qualifications of Mediator.** The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

**12.4.3.2 Submission to Mediation and Selection of Mediator.** The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

**12.4.3.3 Mediation Process.** The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.4 Litigation.** If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

**12.5 NON-WAIVER OR RELEASE.** Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

**SECTION 13**  
**NOTICES**

**13.1 NOTICES.** All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

**TO DISTRICT:**

**Caldwell Flores Winters, Inc.,**  
*Program Manager*  
ATTN: Yuri Calderon, Chief Operating Officer  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

**TO ARCHITECT:**

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-----

With original copy to:

**Oxnard School District**  
ATTN: Jeff Chancer, Superintendent  
1051 South A St.  
Oxnard, CA 93030

**SECTION 14**  
**REPRESENTATIONS OF THE ARCHITECT**

**14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

**14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

**14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

**14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

**14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

**14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

**14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

**14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

**14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

**14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES)

of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

**14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

**14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

## **SECTION 15**

### **MISCELLANEOUS PROVISIONS**

**15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment,

transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

**15.9 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**15.10 ASSISTANCE OF COUNSEL.** Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**15.12 HEADINGS.** The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

**15.13 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

**Architect**

By:

Robt J. Moran

Title:

G. F. 13 President

**District**

By:

J. Chan

Title:

SUPERINTENDENT

Date: 4.4.13

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



## EXHIBIT "A"

### PROJECT

April 5, 2013  
Robert Simons, Principal  
MVE Institutional  
3 MacArthur Place Suite 850  
Santa Ana, CA 92707

#### **Architect Selection Package for Project 3 – Lemonwood Elementary School**

Dear Mr. Simons,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #3: Lemonwood campus replacement**. This project is herein referred to as "Project 3". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

#### **Project 3 Summary**

Project 3 includes a new elementary school campus to be designed and constructed on the same site where the existing school is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished, reconfigured, or replaced as required to implement the approved design. As part of the reconfiguration of the existing campus, a portion of the existing facilities may be retained and modernized.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant. In certain instances design strategies and efforts can help qualify for additional funding resources. Proposals that reflect creative strategies to obtain increased state funding are encouraged.

The Facilities Implementation Program provides specific direction that team members must follow for completing this project per a detailed master budget, schedule and timeline. All team members must also conform to the procedures and guidelines outlined within the previously distributed Program Implementation Handbook.

The reconstruction project must be completed and ready for occupancy by March 2017 concurrent with the District's timeline for State grant funding and educational program reconfiguration. In order to meet this timeline, this project must be prepared for DSA submittal as soon as possible for completion of the project to occur by the March 2017 deadline.

To assist the project team in meeting this timeline, the District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on

November 6<sup>th</sup>, 2012, and the Board has since completed a series of workshops to establish the implementation parameters. Project 3 follows the findings of the Facilities Implementation Program that concluded the District's oldest K-5 school sites warrant full replacement with new facilities where funding is available, and the cost of sufficient modernization exceeds 50% of the cost of new facilities.

#### **Detailed Description**

Enclosed in this package is a detailed description of Project 3, including components per approved District Educational Specifications required to establish a K-8 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

#### **Master Budget, Timeline, and Schedule**

Summaries of the Master Budget, Timeline, and Project Schedule for the Lemonwood campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

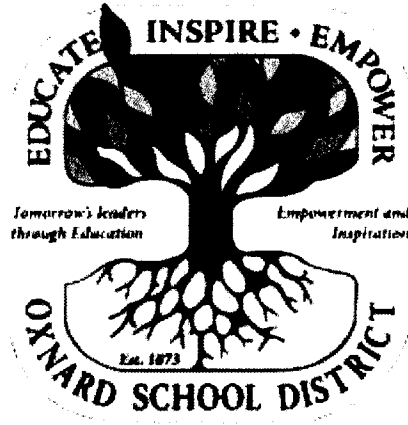
#### **Method of Selection**

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review this detailed Architect Selection Package and submit your response by Monday, April 29, 2013 @ 4:00pm in .pdf format via email to: Jeff Threet, Senior Program Manager, Caldwell Flores Winters, Inc., [jthreet@cfwinc.com](mailto:jthreet@cfwinc.com).

If you have any questions, please direct them to Jeff Threet, CFW at (510) 596-8170.

Sincerely,

**Caldwell Flores Winters, Inc.**



**Oxnard School District**  
**Architect Selection Package for Project 3**  
**Reconstruction of Lemonwood School**

Prepared by:

Caldwell Flores Winters

6425 Christie Avenue, Suite 270

Emeryville, CA 94608

1901 Victoria Avenue, Suite 106

Oxnard, CA 93035

# ARCHITECT SELECTION PACKAGE

## I. DETAILED DESCRIPTION: PROJECT 3 - DESIGN & RECONSTRUCT LEMONWOOD K-8 SCHOOL

### PROJECT REQUIREMENTS

The project includes the demolition of the existing school and construction of a new school on the existing 9.9 acre site. Lemonwood Elementary School currently serves approximately 885 students in grades K-6. Lemonwood is planned to be reconfigured to serve up to 900 students in grades K-8. The school was constructed in 1981 and last modernized in 2004. The new Lemonwood campus will be built on the same campus as the existing school and will be constructed while the existing campus is occupied.

The new campus will need to house 900 students per State standards in grades K-8 including 28 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), 3 science/flex lab classrooms (1,200 square feet each), and 2 special education classrooms (960 square feet each). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Latitude for consideration of two story construction for portions of the new campus by the design team is acceptable, but not a requirement. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work, some of which may occur after the completion of the new school facility.

The total "all in" budget for the site is \$31,402,250 including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next 5 years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than April 18, 2014. Funding for construction will rely on the State's 50/50 new construction program. The construction schedule is dependent upon the receipt of funds from the State. Per projected State Aid timelines, construction is scheduled to commence on July 20, 2015 and be substantially complete by February 7, 2017. This schedule may be adjusted should funds be received sooner.

### METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

### SITE BACKGROUND & COMMUNITY

Established in 1981, Lemonwood Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs to empower students, build strong communities, and ensure the safety and wellbeing of all the families that comprise the Lemonwood attendance area.

The design team should be thoroughly familiar with the revised K-8 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the

unique qualities and opportunities available to future parents and their children, should they choose the Lemonwood K-8 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote student success, community integration, and effective 21<sup>st</sup> century learning environments for students, while enhancing the existing community.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Lemonwood community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

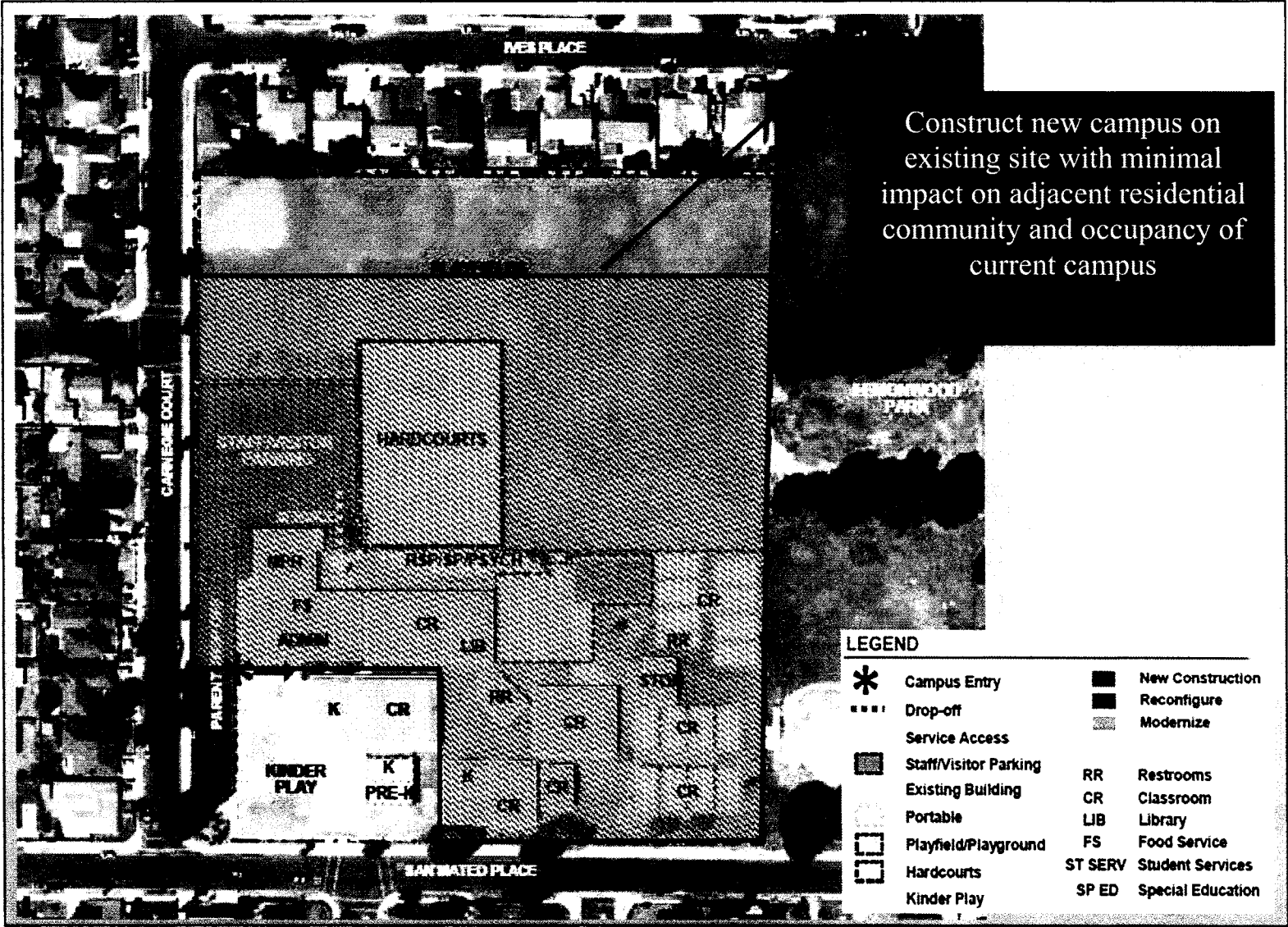
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#### SITE MAP

The diagram below is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space. At this point there is a desire to preserve the location of existing facilities that may best accommodate a kindergarten and preschool environment as indicated.

A plan for the interim use of the existing K-6 Lemonwood facilities to house a K-8 educational program is underway and will be in full functional use by the opening of school in August 2014. The student population will be relocated to the new K-8 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities.

# Lemonwood Site Map



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The below specifications reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

<b>New Lemonwood K-8 School</b>			
<i>Design &amp; Reconstruct School to K-8 Specifications</i>			
<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
<b>Demolition</b>	<b>35,000</b>	<b>sf</b>	<b>35,000</b>
<b>Classrooms</b>			<b>27,360</b>
Classrooms - Estimate 28 rms @ 960 sf ea.	26,880	sf	
RSP	480	sf	
<b>Kindergarten</b>			<b>6,440</b>
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
<b>6th-8th Science &amp; Electives</b>	<b>-</b>		<b>3,800</b>
Science/Flex lab 3 @ 1,200 sq. ft.	3,600	sf	
Prep/Workroom	200	sf	
<b>Special Education</b>	<b>-</b>		<b>2,435</b>
Special Ed Classroom	1,920	sf	
Independent Living Skills	320	sf	
Laundry/Storage Room	100	sf	
Toilet/Changing Room	95	sf	
<b>Administration</b>	<b>-</b>		<b>4,915</b>
Lobby/Public Waiting	400	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Asst. Principal's Office	300	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Counselor's Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
<b>Media Center</b>			<b>2,700</b>
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
<b>Multi-Purpose Room</b>	-		<b>6,375</b>
Multi-Purpose Room	4,400	sf	
Chair Table Storage	300	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
<b>Physical Education</b>	-		<b>800</b>
Changing Rooms	600	sf	
PE Equipment Storage	200	sf	
<b>Food Service</b>	-		<b>4,500</b>
Serving/Prep Kitchen	450	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	3,600	sf	
Custodial Services	100	sf	
<b>Restrooms</b>	<b>2,800</b>	sf	<b>2,800</b>
<b>Sitework</b>			<b>357,000</b>
Parking Lot/Circulation	90,000	sf	
Walkways on Campus	12,000	sf	
Utilities	1	ls	
Play Courts	60,000	sf	
Play Fields (4 acres)	175,000	sf	
Landscaping	20,000	sf	
<b>Total Quantity</b>	<b>419,125</b>	sf	<b>419,125</b>
	<b>Total Hard Costs</b>		<b>\$19,983,250</b>
	<b>Total Soft Costs</b>		<b>\$8,564,250</b>
	<b>Total Contingency</b>		<b>\$2,854,750</b>
<b>TOTAL BUDGET</b>			<b>31,402,250</b>



## II. MASTER BUDGET, TIMELINE, & SCHEDULE

### SUMMARY BUDGET:

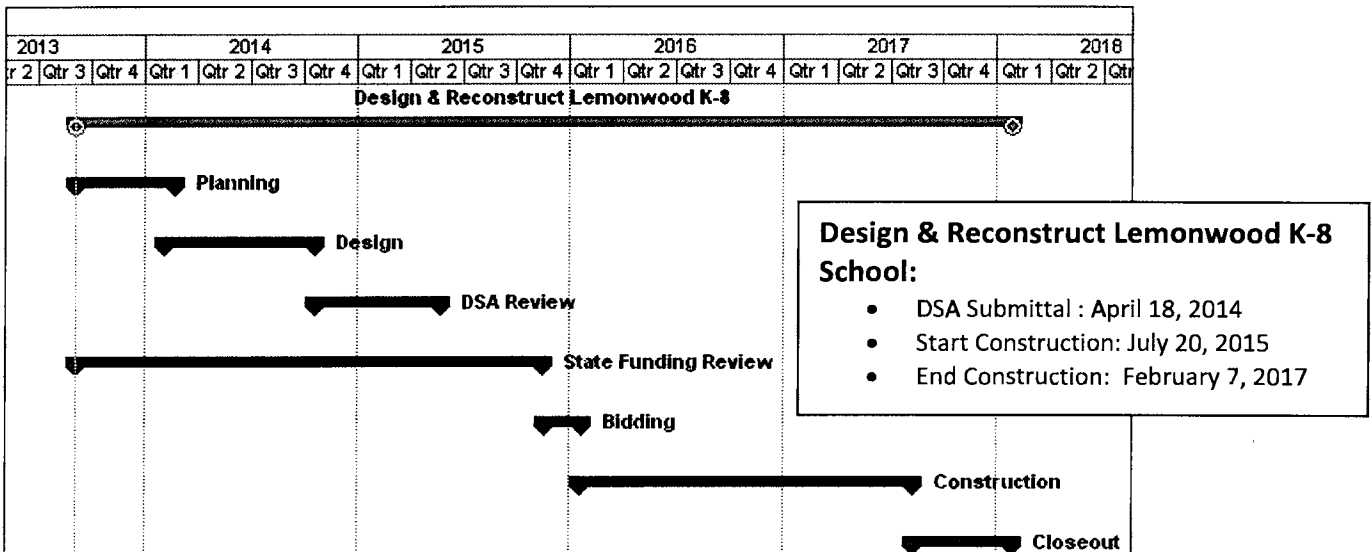
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

### Lemonwood School K-8

Project	Year	Budget
Design & Reconstruct Lemonwood K-8	2014/16	
Demolition		\$1,155,000
Sitework		\$8,209,143
Classrooms		\$9,888,686
Kindergarten		\$2,035,314
6th-8th Science & Electives		\$1,463,000
Special Education		\$880,079
Administration		\$1,776,421
Media Center		\$975,857
Multi-Purpose Room		\$2,504,464
Physical Education		\$314,286
Food Service		\$990,000
Restrooms		<u>\$1,210,000</u>
		<b>\$31,402,250</b>
Est. Total		<b>\$31,402,250</b>

### SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



### III. METHOD OF SELECTION

#### BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool. The approved Architectural Selection Process is prescriptive in nature to ensure that each individual proposal is evaluated to a common standard and approval criteria.

#### RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Lemonwood site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Lemonwood elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

#### ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 3. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Jeff Threet, Sr. Program Manager, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Lemonwood site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted.

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## SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 3 selection package sent to prequalified firms: April 5
- Participating teams notify CFW of their intent to provide a proposal: April 9
- Participating teams submit final proposals: April 29, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for “re-use”: May 2-3
- Conduct site visits: May 7-9
- Final selection to be announced to winning firm: May 10
- Executed Contract returned: May 14
- Board action on recommendations: May 15 (Regular Board meeting)
- Notice of Award issued and commencement of architectural services: May 20

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## SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Lemonwood project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 3 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 3. Project summaries should include:
  - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above.
  - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
  - c. Design firms must schedule a site visit with program manager and District to review a completed site(s) as identified in item 2 above.
  - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.

- e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
4. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 3 (maximum of 4 pages of drawings per proposed “re-use” project site). Submit in .pdf format via email to Jeff Threet at [jeff.threet@cfwinc.com](mailto:jeff.threet@cfwinc.com) by no later than 4:00pm PDT, Monday April 29, 2013.

**The Project is Amended As Follows:**

**Background**

The proposed "re-use" design contains component buildings from three separate sites, including a 2-story classroom building from the Alta California site in Panorama City, a multi-purpose room/gymnasium ("MPR/Gym") from Torch Middle School in the City of Industry, and an administration building from Orchard Hills K8 School in Irvine, CA. When the three separate buildings are compiled into a single site, the overall proposal contains superfluous spaces which have been acknowledged by MVEI to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

**Summary of Amendment**

Pursuant to this mutual understanding, the Project is hereby amended as follows:

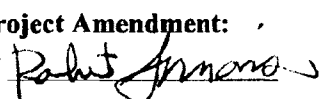
1. **Education Specifications Amendment** – The Education Specifications shall be amended to replace the Multi-Purpose Room with the proposed Torch Middle School hybrid Multi-Purpose Room/Gymnasium building proposed by MVEI. Amended Educational Specifications shall include at minimum all necessary MPR support spaces as indicated in the original specifications including multi-purpose room, chair/table storage, control room, music platform, and instrument storage, as well as additional spaces to accommodate the proposed gymnasium square footage and support areas required for a functional MPR/Gym.
2. **MPR/Gym** – Proposed MPR/Gym facility design shall be revised in accordance with District direction for pick-up/waiting area, lunch shelter orientation, P.E. changing facilities, and other support spaces and programming requirements in accordance with the Educational Specifications
3. **Administration Building** – Proposed admin building shall be revised including removal of redundant library, and other changes required for compliance with Educational Specifications.
4. **Classroom Building** – Proposed 2-story classroom building shall be revised to eliminate redundant library, and provide required classroom spaces per Educational Specifications including science labs, flex labs, SDC classrooms, and associated support spaces.
5. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards, and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
6. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Lemonwood community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

**Amended Budget**

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original stated Project Budget of \$31,402,250.00, with Construction Budget increased to \$22,000,000.00 to accommodate additional square footage and gymnasium facilities.

**Acceptance of Project Amendment:**

Accepted by MVEI



Accepted by District



**The Project is Amended As Follows:**

**Background**

The proposed “re-use” design contains component buildings from three separate sites, including a 2-story classroom building from the Alta California site in Panorama City, a multi-purpose room/gymnasium (“MPR/Gym”) from Torch Middle School in the City of Industry, and an administration building from Orchard Hills K8 School in Irvine, CA. When the three separate buildings are compiled into a single site, the overall proposal contains superfluous spaces which have been acknowledged by MVEI to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

**Summary of Amendment**

Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Education Specifications Amendment** – The Education Specifications shall be amended to replace the Multi-Purpose Room with the proposed Torch Middle School hybrid Multi-Purpose Room/Gymnasium building proposed by MVEI. Amended Educational Specifications shall include at minimum all necessary MPR support spaces as indicated in the original specifications including multi-purpose room, chair/table storage, control room, music platform, and instrument storage, as well as additional spaces to accommodate the proposed gymnasium square footage and support areas required for a functional MPR/Gym.
2. **MPR/Gym** – Proposed MPR/Gym facility design shall be revised in accordance with District direction for pick-up/waiting area, lunch shelter orientation, P.E. changing facilities, and other support spaces and programming requirements in accordance with the Educational Specifications
3. **Administration Building** – Proposed admin building shall be revised including removal of redundant library, and other changes required for compliance with Educational Specifications.
4. **Classroom Building** – Proposed 2-story classroom building shall be revised to eliminate redundant library, and provide required classroom spaces per Educational Specifications including science labs, flex labs, SDC classrooms, and associated support spaces.
5. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards, and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
6. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Lemonwood community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

**Amended Budget**

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original stated Project Budget of \$31,402,250.00, with Construction Budget increased to \$22,000,000.00 to accommodate additional square footage and gymnasium facilities.

**Acceptance of Project Amendment:**

Accepted by MVEI Accepted by District \_\_\_\_\_

## EXHIBIT "B"

### BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

#### A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

## **B. ESTIMATES AND COSTS GENERALLY**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.



- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

### **C. PROJECT INITIATION PHASE**

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
  - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
  - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
  - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

### **D. DEVELOPMENT OF ARCHITECTURAL PROGRAM**

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
  - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

## **E. SCHEMATIC DESIGN PHASE**

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
  - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.  
  
Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
  - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
  - (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
  - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.
- (5) Estimates:
  - (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
  - (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
  - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
  - (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
  - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

**F. DESIGN DEVELOPMENT PHASE**

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (a) Light fixtures
  - (b) Ceiling registers or diffusers
  - (c) Access Panels

- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
  - (xi) Building design shall conform to all adopted energy regulations.
  - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
  - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
  - (iii) Preliminary specifications.
  - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
  - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - (iii) Show selected system on drawings as follows:
    - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
    - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
    - (c) Schematic piping

- (d) Temperature control zoning.
- (ii) Major mechanical equipment should be scheduled indicating size and capacity.
- (iii) Ductwork and piping should be substantially located and sized.
- (iv) Devices in ceiling should be located.
- (v) Legend showing all symbols used on drawings.
- (vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

- (i) Calculate overall approximate electrical loads.
- (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
- (iv) Show system(s) selected on drawings as follows:
  - (a) Single line drawing(s) showing major distribution system.
  - (b) Location and preliminary sizing of all major electrical systems and components including:
    - (1) Load centers
    - (2) Main panels
    - (3) Switch gear
- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:



Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

## **G. CONSTRUCTION DOCUMENTS PHASE**

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
  - (i) Architectural:
    - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
    - (c) Architectural details and large blow-ups started.
    - (d) Well developed finish, door, and hardware schedules.
    - (e) Site utility plans started.
    - (f) Fixed equipment details and identification started.
    - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
  - (ii) Structural:
    - (a) Structural floor plans and sections with detailing well advanced.
    - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

- (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
  - (a) Mechanical calculations virtually completed with all piping and ductwork sized.
  - (b) Large scale mechanical details should be started.
  - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
  - (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
  - (c) All electrical equipment schedules should be started.
  - (d) Special system components should be approximately located on plans.
  - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.
- (vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.
- (viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.

- (ii) Structural:  
Completed structural floor plans and sections with detailing well advanced.
  - (iii) Mechanical:
    - (a) Mechanical load calculations complete and all piping and ductwork sized.
    - (b) Large scale mechanical details should be substantially complete.
    - (c) Mechanical schedule for equipment substantially complete.
  - (iv) Electrical:
    - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
    - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
    - (c) All electrical equipment schedules should be virtually complete.
    - (d) Special system components should be located on plans.
  - (v) Civil:  
All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.
  - (vi) Landscape:  
All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.
- (4) Construction Documents - Substantial Completion Stage:
- (i) Architectural:
    - (a) Completed site plan.
    - (b) Completed floor plans, elevations and sections.
    - (c) Architectural details and large blow-ups completed.

- (d) Finish, door and hardware schedules completed, including all details.
  - (e) Site utility plans completed.
  - (f) Fixed equipment details and identification completed.
  - (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing completed.
  - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details complete.
  - (b) Mechanical schedules for equipment completed.
  - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
  - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
  - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
  - (c) All electrical equipment schedules completed.
  - (d) Special system components plans completed.
  - (e) Electrical load calculations completed.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
- Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
  - (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
  - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
  - (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
  - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
  - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
  - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
  - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

## H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid

documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

## **I. CONSTRUCTION PHASE**

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.



- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

#### **J. PROJECT CLOSE-OUT PHASE**

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

#### **K. MATTERS NOT WITHIN SCOPE OF SERVICES**

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.

- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

**EXHIBIT "C"**  
**DELIVERABLES**

**(1) Schematic Design Phase**

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

**(2) Design Development Phase**

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

**(3) Construction Documents Phase**

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies  
  
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies  
  
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

**EXHIBIT "D"**

**INVOICE APPROVAL FORM**

DATE:

**Project No. 3: Lemonwood Reconstruction**

**Architect of Record: MVE Institutional, Inc.**

---

MVE Institutional, Inc. ("MVEI") has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc., and Executive Director of Facilities, Jorge Gutierrez.

By signing below, a representative of MVEI, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and is an accurate representation of the percent work completed for the phase identified in the invoice.

---

MVE Institutional, Inc.

The invoice has been reviewed by the following and is recommended for payment:

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Caldwell Flores Winters, Inc.

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Jorge Gutierrez  
Executive Director, Oxnard School District

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Lisa Franz  
Director of Purchasing, Oxnard School District

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 #3 - Lemonwood Reconstruction**  
 DSA #: \_\_\_\_\_  
 PROJECT TYPE: **New Construction/Reconstruction**  
 DATE:                       
 INVOICE #:                       
 PERIOD COVERED:                       
 PO #:                     

SUBCONTRACTOR: **MVE Institutional, Inc.**  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_

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	6210	Base Contract - fee	Architectural Services	\$1,698,312.00	0%	\$0.00	0		\$0.00
2	6210-R	Base Contract - Re-imbursables	Architectural Services	\$37,966.00	0%	\$0.00	0		\$0.00
		<b>SUBTOTALS</b>		<b>\$1,937,278.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#VALUE!</b>	<b>\$0.00</b>

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	\$0.00
TOTAL DUE THIS INVOICE	\$0.00

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

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



**EXHIBIT "E"**

**FINGERPRINTING REQUIREMENTS**

**SECTION 00510**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

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

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

AND/OR

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

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

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

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 9/5/18

**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 Amendment #007 to Agreement #12-240 with Dougherty and Dougherty for the Harrington ECDC Project (Penanhoat/Fateh/CFW)**

At the June 26, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #12-240 with Dougherty and Dougherty (now and going forward known as Perkins Eastman Dougherty) to provide additional services for the Harrington ECDC Project (Project).

Amendment #007 and the attached proposal received from Perkins Eastman Dougherty are for the additional Scope of Work including: Submittal, review and certification as a separate DSA application number for the relocation of two existing modular classrooms to replace two other classrooms adjacent to the existing Kindergarten Building B. The classrooms to be reused have been modified to include restrooms as part of a prior project approval. Plumbing connections as well as electrical, fire alarm and data will be included in the project scope. Revisions to the approved landscape planting and irrigation plans will also be included and issued to the contractor.

**FISCAL IMPACT:**

Nineteen Thousand One Hundred Seventy-Five Dollars and Zero Cents [\$19,175.00] to be paid out of Master Construct & Implementation Funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #007 to Agreement #12-240 with Dougherty and Dougherty for the Harrington ECDC Project for additional architectural and engineering services.

**ADDITIONAL MATERIAL(S):**

- Amendment #007, Perkins Eastman Dougherty (3 Pages)
- Perkins Eastman Dougherty Proposal, Dated May 23, 2018 (3 Pages)
- Agreement #12-240 Dougherty and Dougherty (76 Pages)

**Amendment No. 007 to Architect  
Services Agreement #12-240**

The Architect Services Agreement (“Agreement”) entered into on June 26, 2013, by and between the Oxnard School District (“District”) and Dougherty and Dougherty, (now and going forward known as Perkins Eastman Dougherty) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 007 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained Architect to provide architectural and design services for the Harrington Early Childhood Development Project (“Project”) for the District’s Facilities Implementation Plan;

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Harrington ECDC Project;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications, and the timing of those modifications, the District requires amending the scope of work of Dougherty and Dougherty to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

**AMENDMENT**

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is modified to include the following additional scope of work: Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children and patching of existing finishes as necessary to implement these revisions. The proposed amendment contemplates all work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing,

and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to add a new SECTION 5.2.5 to the Agreement as follows:

**SECTION 5.2.5 Additional Compensation for Harrington Early Childhood Development Center revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. Nineteen Thousand One Hundred Seventy-Five Dollars and Zero Cents (\$19,175.00) for the additional Scope of work for the Harrington ECDC project including: Submittal, review and certification as a separate DSA application number for the relocation of two existing modular classrooms to replace two other classrooms adjacent to the existing Kindergarten Building B. The classrooms to be reused have been modified to include restrooms as part of a prior project approval. Plumbing connections as well as electrical, fire alarm and data will be included in the project scope. Revisions to the approved landscape planting and irrigation plans will also be included and issued to the contractor.

**The total sum for the additional services total:**

**Nineteen Thousand One Hundred Seventy-Five Dollars and Zero Cents (\$19,175.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 007 and represent that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

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

\_\_\_\_\_ Date

**PERKINS EASTMAN DOUGHERTY:**

By: \_\_\_\_\_  
Brian Dougherty, Principal

\_\_\_\_\_ Date

~~May 9, 2018~~

Revised May 23, 2018

Mr. Scott Burkett  
Senior Vice President  
**Caldwell Flores Winters**  
1901 South Victoria Ave, Suite 106  
Oxnard, California 93035

**Re: Proposal for Professional Services – Separate Application Package for Modular Classrooms**

**Project Name: Harrington Early Child Development Center**

Project Number: 21547.10

Dear Mr. Burkett:

Per our conversations with Mario Mera of CFW, we have been required by the Division of the State Architect (DSA) to submit the relocation of existing modular classrooms on the site as a separate application package in lieu of as a Construction Change Document (CCD). The relocation of these existing modular classrooms was requested by the District during construction of the approved project to fulfill changing District needs.

Amendment No. 5 approved by the Board authorized the design and documentation of this change as a CCD. Submittal of this change as a separate package requires additional effort beyond that identified in the approved Amendment. The following comprises our understanding of the project scope and deliverables as well as our proposed schedule and professional fees for these services.

### Project Scope

The scope of this modification includes the following:

1. **Additional modular classrooms:** Submittal, review, approval and certification as a separate DSA application number for the relocation of two existing modular classrooms to replace two other classrooms adjacent to the existing Kindergarten Building B. The classrooms to be reused have been modified to include restrooms as part of a prior project approval. Plumbing connections as well as electrical, fire alarm and data will be included in the project scope. Revisions to the approved landscape planting and irrigation plans will also be included and issued to the contractor.

### Professional Services

The following outlines the services included in this proposal:

1. Additional documents required for a separate DSA review (Access, Structural and Fire/Life Safety), including:
  - a. General sheets

Perkins Eastman  
Architects DPC

3194 D Airport Loop Drive  
Costa Mesa, CA 92626  
+1.714.427.0277

[PERKINSEASTMAN.COM](http://PERKINSEASTMAN.COM)

Boston  
Charlotte  
Chicago  
Costa Mesa  
Dallas  
Dubai  
Guayaquil  
Los Angeles  
Mumbai  
New York  
Oakland  
Pittsburgh  
San Francisco  
Shanghai  
Stamford  
Toronto  
Washington DC

- b. Code analysis plans
  - c. Fire access plan and review
  - d. Site demolition plan
  - e. Modification to typical sheets
  - f. Site detail sheets
  - g. Specifications
2. Additional DSA documentation, including:
    - a. DSA 1
    - b. DSA 3
    - c. DSA 103
    - d. DSA 102
    - e. DSA 5
  3. Response to DSA comments to obtain approval.
  4. Separate DSA closeout and certification processing.
  5. Services by the project landscape architect to revise the planting and irrigation design and accommodate the relocated classrooms (to be issued as a change to the original ECDC project).

### **Project Schedule**

Design services for scope to be completed will commence upon written authorization to proceed issued by the Oxnard School District. Coordination and preparation of the documents package for the additional modular classrooms is estimated at two weeks followed by an estimated DSA over-the-counter review and approval period of one week.

### **Professional Fees**

Services outlined above are proposed to be provided for a stipulated sum of **\$19,175.00 (nineteen thousand one hundred and seventy-five dollars)** to be invoiced monthly based on the percentage of completion of rendered services. This sum is inclusive of anticipated normal reimbursable cost expenses for printing, reproduction and shipping related to these additional services.

### **General Assumptions**

- District will provide any additional surveys, geotechnical investigations, hazardous material reports as required for design and approval by applicable jurisdictions.
- Governing jurisdictions review fees shall be paid for by the owner.
- Additional engineering or specialty consultant services not identified above are not anticipated but could be included under separate authorization if needed and/or required.
- District will furnish all approved PC drawings of existing classroom modular buildings to be used in relation with these modifications.
- Design of modular building foundations, ramps and any other accessories shall be provided by the manufacturer of the modular buildings to be relocated.



- Modular buildings will be relocated “as is”, without any additional revisions to the floor plans, elevations and/or building systems.
- Modular buildings to be relocated will be connected to existing utilities currently being used by buildings to be demolished. It is anticipated that these utilities will be sufficient to meet the needs of the new structures and will require no improvements.
- Extensive regrading and/or relocation of existing utilities necessitating the services of a civil engineer will not be required.

We welcome this opportunity to continue to serve the needs of the Oxnard School District on this important project and look forward to a successful continuing relationship. If you have any questions about this proposal please don't hesitate to contact us at your earliest convenience.

Sincerely,



Diego Matzkin, AIA, LEED AP  
Associate Principal

Cc: Brian Dougherty, FAIA, LEED AP

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**

**AND**

**OXNARD SCHOOL DISTRICT**

**JUNE 26, 2013**

**FOR**

**PROJECT 4 – HARRINGTON RECONSTRUCTION**

**received**  
COW 7/29/13

**TABLE OF CONTENTS**

**PREAMBLE .....4**  
**RECITALS.....4**  
**AGREEMENT.....4**

**SECTION 1: GENERAL PROVISIONS .....4**  
1.1 **DEFINITIONS.....4**  
1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS .....9**

**SECTION 2: EMPLOYMENT OF ARCHITECT.....9**  
2.1 **EMPLOYMENT OF ARCHITECT .....9**  
2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES .....9**  
2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES .....9**

**SECTION 3: THE PROJECT.....10**

**SECTION 4: SERVICES.....10**  
4.1 **BASIC SERVICES .....10**  
4.2 **GENERAL PROVISIONS CONCERNING BASIC SERVICES.....10**  
4.3 **ADDITIONAL SERVICES .....13**

**SECTION 5: ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE.....13**  
5.1 **COMPENSATION FOR BASIC SERVICES.....14**  
5.2 **COMPENSATION FOR ADDITIONAL SERVICES .....14**  
5.3 **DISPUTED AMOUNTS.....15**  
5.4 **COMPENSATION FOR REIMBURSABLE SERVICES.....15**  
5.5 **INVOICES .....16**

**SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION.....17**  
6.1 **TERMINATION BY DISTRICT .....17**  
6.2 **ARCHITECT DEFAULT .....18**  
6.3 **DISTRICT REMEDIES.....19**  
6.4 **TERMINATION BY ARCHITECT .....20**  
6.5 **SOLE REMEDY UPON TERMINATION BY ARCHITECT .....20**

**SECTION 7: DUTIES AND LIABILITIES OF DISTRICT.....20**  
7.1 **DUTIES .....20**  
7.2 **LIMITATION ON LIABILITY OF DISTRICT .....22**

**SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES .....22**  
8.1 **CONSTRUCTION BUDGET .....22**  
8.2 **ESTIMATED PROJECT CONSTRUCTION COST .....22**

**SECTION 9: PROJECT SCHEDULE .....23**  
9.1 **SCHEDULE .....23**

**SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE.....23**  
10.1 **OWNERSHIP .....23**  
10.2 **REUSE BY DISTRICT .....24**  
10.3 **COPYRIGHT.....25**

10.4	TECHNOLOGY USED.....	25
10.5	DELIVERABLES UPON TERMINATION .....	25
10.6	NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.....	25
SECTION 11: INDEMNIFICATION AND INSURANCE .....		25
11.1	INDEMNIFICATION .....	25
11.2	INSURANCE.....	26
SECTION 12: DISPUTE RESOLUTION .....		29
12.1	RESOLUTION OF CLAIMS .....	29
12.2	RESOLUTION OF OTHER DISPUTES .....	29
12.3	SUBMISSION OF A CLAIM.....	29
12.4	CLAIMS RESOLUTION PROCESS .....	30
12.5	NON-WAIVER OR RELEASE.....	31
SECTION 13: NOTICES.....		31
13.1	NOTICES .....	31
SECTION 14: REPRESENTATIONS OF THE ARCHITECT .....		31
14.1	REPRESENTATIONS OF THE ARCHITECT .....	32
14.2	COMPLIANCE WITH LAWS.....	32
14.3	SUPPLEMENTAL CONDITIONS.....	33
SECTION 15: MISCELLANEOUS PROVISIONS .....		33
15.1	SUCCESSORS AND ASSIGNS .....	33
15.2	SEVERABILITY .....	34
15.3	ENTIRE AGREEMENT .....	34
15.4	GOVERNING LAW AND VENUE .....	34
15.5	NON-WAIVER.....	34
15.6	INDEPENDENT CONTRACTOR .....	34
15.7	NO ASBESTOS CERTIFICATION .....	34
15.8	NON-DISCRIMINATION.....	34
15.9	NO THIRD PARTY BENEFICIARY.....	35
15.10	ASSISTANCE OF COUNSEL.....	35
15.11	AUTHORITY TO EXECUTE.....	35
15.12	HEADINGS .....	35
15.13	EXECUTION IN COUNTERPARTS.....	35
EXHIBIT A .....		PROJECT
EXHIBIT B .....		BASIC SERVICES AND DESCRIPTION OF SUBMITTALS
EXHIBIT C .....		DELIVERABLES
EXHIBIT D .....		INVOICE APPROVAL LETTER & COVER SHEET
EXHIBIT E .....		FINGERPRINTING REQUIREMENTS

## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 26<sup>th</sup> day of June, 2013 by and between **DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at 3194 D. Airport Loop Drive, Costa Mesa, CA 92626 and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties.**”

### RECITALS

**WHEREAS**, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

**WHEREAS**, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

**WHEREAS**, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

#### SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
- 1.1.1 “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
- 1.1.2 “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
- 1.1.3 “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
- 1.1.4 “**Architect**” shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.
- 1.1.19 “Construction Budget” shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.
- 1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 “Constructability Review” shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.
- 1.1.30 “District” shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.



- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.60 "Site Adaption" shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check ("PC") Approval is maintained.

1.1.61 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.

1.1.62 "Time Impact Analysis" or "TIA" shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.

1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2** **EMPLOYMENT OF ARCHITECT**

2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

### **SECTION 3**

#### **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

### **SECTION 4**

#### **SERVICES**

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in Exhibit B. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.
- The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.
- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on Exhibits B and C.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

### **4.3 ADDITIONAL SERVICES**

- 4.3.1 Architect Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.
- 4.3.2** The following services are not Basic Services under this Agreement and are to be considered Additional Services:
- 4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.
  - 4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).
  - 4.3.2.3** Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).
  - 4.3.2.4** Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.
  - 4.3.2.5** Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

## **SECTION 5**

## ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

### 5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 **Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million One Hundred Thousand Dollars and No Cents  
(\$1,125,037.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<u>Architectural Phases</u>	
Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 **Invoices.** Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 **Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

### 5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

**5.3 DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

**5.4 COMPENSATION FOR REIMBURSABLE SERVICES**

**5.4.1 PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

**5.4.2 REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee. The following is the EXCLUSIVE list of reimbursable expenses:

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



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

**5.4.2.3 Fees for Consultants.** Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

## **5.5 INVOICES**

**5.5.1 Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

**5.5.1.1** Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

**5.5.1.2** Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

**5.5.1.3** Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT 4 – HARRINGTON RECONSTRUCTION**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the

District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

## **SECTION 6**

### **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

#### **6.1 TERMINATION BY DISTRICT**

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.
- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

### **6.3 DISTRICT REMEDIES**

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services

accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

**6.3.6 Payment to Consultant.** If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

**6.4 TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

**6.4.1 Failure to Pay Undisputed Amounts.** The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

**6.4.2 Long Term Suspension of Project.** If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

**6.5.1 Payment for Services.** In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

## **SECTION 7**

### **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 Program Manager:** The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

**7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

- 7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.
- 7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.
- 7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.
- 7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.
- 7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.
- 7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.
- 7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.
- 7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.
- 7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

**7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

**7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

**7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

**7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

**7.2.1** Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

**8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes

aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

## **SECTION 9**

### **PROJECT SCHEDULE**

#### **9.1 SCHEDULE**

**9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

**9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

**9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

**9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

## **SECTION 10**

### **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

**10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form



(hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

**10.2 REUSE BY DISTRICT.** All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

**10.2.1** The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

**10.2.2** Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

**10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

**10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

**10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

**10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.

**10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

#### **11.1 INDEMNIFICATION.**

**11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1** any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2** any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4** **Survival of Indemnities.** The provisions of this Section shall survive the termination of this Agreement.
- 11.2** **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1** **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2** Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

**11.2.1.4** Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

**11.2.1.5** Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

**11.2.2 Minimum Scope of Insurance.**

**11.2.2.1** Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

**11.2.2.2** Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

**11.2.3 Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

**11.2.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

**11.2.4.1** The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

**11.2.4.2** On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

**11.2.4.4** The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:

**11.2.5.1** Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

**11.2.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

**11.2.5.3** The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

**11.2.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

**11.2.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

**11.2.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

**11.2.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

## **SECTION 12**

### **DISPUTE RESOLUTION**

**12.1 RESOLUTION OF CLAIMS.** Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

**12.2 RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

### **12.3 SUBMISSION OF A CLAIM**

**12.3.1 By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “**Statement of Dispute**”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

**12.3.2 By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.4 CLAIMS RESOLUTION PROCESS.** The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

**12.4.1 Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.2 Deferral of Agreement Disputes.** Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

**12.4.3 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

**12.4.3.1 Qualifications of Mediator.** The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

**12.4.3.2 Submission to Mediation and Selection of Mediator.** The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

**12.4.3.3 Mediation Process.** The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.4 Litigation.** If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

**12.5 NON-WAIVER OR RELEASE.** Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

**SECTION 13**  
**NOTICES**

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

**TO DISTRICT:**

**Caldwell Flores Winters, Inc.,**  
*Program Manager*  
ATTN: Yuri Calderon, Chief Operating Officer  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

With original copy to:

**Oxnard School District**  
ATTN: Jeff Chancer, Superintendent  
1051 South A St.  
Oxnard, CA 93030

**TO ARCHITECT:**

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**SECTION 14**  
**REPRESENTATIONS OF THE ARCHITECT**



**14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

**14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

**14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

**14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

**14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

**14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

**14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

**14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

**14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

**14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES)

of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

**14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

**14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

## **SECTION 15**

### **MISCELLANEOUS PROVISIONS**

**15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest

therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

**15.9 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**15.10 ASSISTANCE OF COUNSEL.** Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**15.12 HEADINGS.** The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

**15.13 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 

Title: PM/DM

Date: 7.1.13

District

By: 

Title: Superintendent

Date: 7-23-13

## EXHIBIT "A"

### PROJECT

May 24, 2013  
Brian Dougherty, Principal  
Dougherty & Dougherty  
3194D Airport Loop  
Costa Mesa, CA 92626-3405

#### **Architect Selection Package for Project 4 – Harrington Elementary School (K-5)**

Dear Mr. Dougherty,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #4: Harrington Campus Replacement**. This project is herein referred to as "Project 4". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

#### **Project 4 Summary**

Project 4 includes a new elementary school campus to be designed and constructed on the same site where the existing Harrington Elementary School is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6<sup>th</sup>, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 4.

#### **Detailed Description**

Enclosed in this package is a detailed description of Project 4, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by

the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

#### **Master Budget, Timeline, and Schedule**

Summaries of the Master Budget, Timeline, and Project Schedule for the Harrington campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

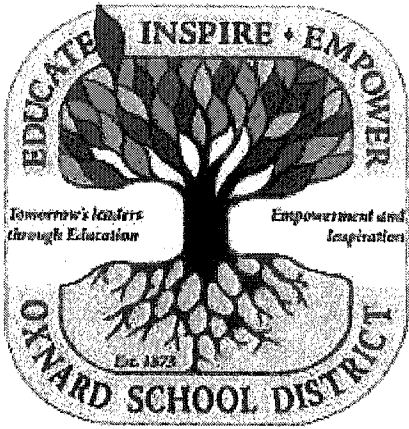
#### **Method of Selection**

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Monday, June 10, 2013 @ 4:00pm in .pdf format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.

Sincerely,

**Caldwell Flores Winters, Inc.**



**Oxnard School District**  
**Architect Selection Package for Project 4**  
**Reconstruction of Harrington School**

Prepared by:  
Caldwell Flores Winters  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

# ARCHITECT SELECTION PACKAGE

## I. DETAILED DESCRIPTION: PROJECT 4 - DESIGN & RECONSTRUCT HARRINGTON K-5 SCHOOL

### PROJECT REQUIREMENTS

The Harrington school site currently exists on an 8.3 acre site. Project 4 includes the construction of a new school on the existing play fields and the demolition of the existing school. Harrington Elementary School currently serves approximately 558 students in grades K-6. Harrington is planned to be reconfigured to serve up to 700 students in grades K-5, pursuant to State loading standards for new construction. The school was constructed in 1955 and last modernized in 2004. The new Harrington campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 700 students per State standards in grades K-5 including 23 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 RSP room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work.

The total "all in" budget for the site is \$22,822,171 in current dollars, including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than December 27, 2013. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence on November 2014 and be substantially complete by January, 2016.

### METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

### SITE BACKGROUND & COMMUNITY

Established in 1955, Harrington Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Harrington K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21<sup>st</sup> century learning environments for students.



Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Harrington community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

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#### EDUCATIONAL PROGRAM VISION

The K-5 Harrington education strand program will provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. The design team should be mindful of the vision for the form and function of school facilities.

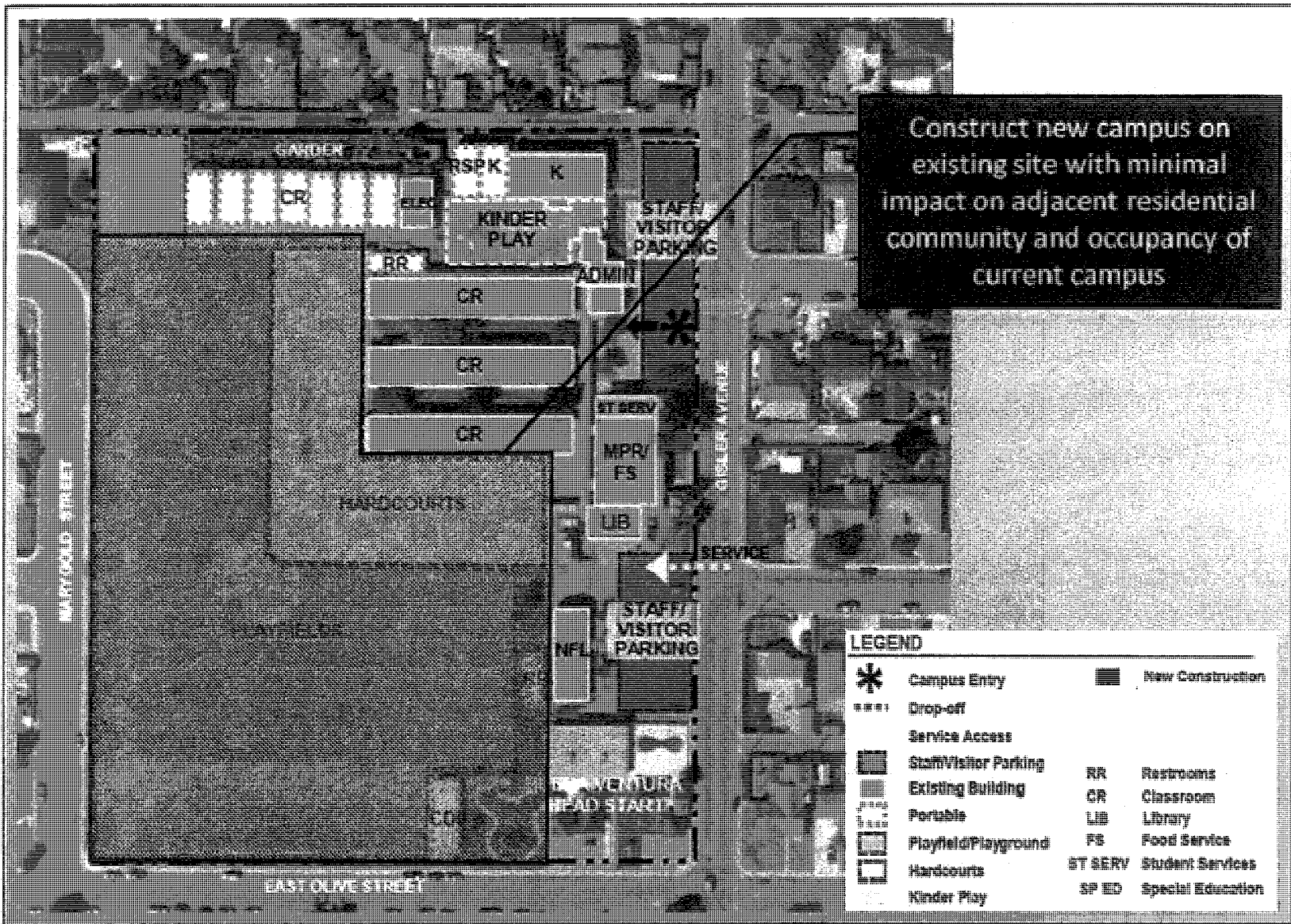
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#### SITE MAP

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities. The existing site may also be used as interim housing for additional school replacement projects for nearby schools as may be determined by the Board.

# Harrington Site Map



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

<b>Harrington Elementary Specifications (K-5 Schools)</b>			
<i>Design &amp; Reconstruct School to K-5 Specifications for 700 students</i>			
<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Total</b>
<b>Classrooms</b>			<b>22,560</b>
Classrooms - Estimate 23 rms @ 960 sf ea.	22,080	sf	
RSP	480	sf	
<b>Kindergarten</b>			<b>6,440</b>
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
<b>Administration</b>			<b>4,515</b>
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
<b>Media Center</b>			<b>2,700</b>
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
<b>Multi-Purpose Room</b>			<b>5,375</b>
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
<b>Food Service</b>			<b>3,600</b>
Serving/Prep Kitchen	350	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	2,800	sf	
Custodial Services	100	sf	
<b>Restrooms</b>	<b>2,200</b>	<b>sf</b>	<b>2,200</b>
<b>Total Building Quantity</b>		<b>sf</b>	<b>47,390</b>
<b>Sitework</b>			<b>265,001</b>
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	
<i>Total Hard Costs</i>			<i>\$14,523,200</i>
<i>Total Soft Costs</i>			<i>\$6,224,229</i>
<i>Total Contingency</i>			<i>\$2,074,743</i>
<b>TOTAL BUDGET</b>			<b>\$22,822,171</b>

**II. MASTER BUDGET, TIMELINE, & SCHEDULE**

**SUMMARY BUDGET:**

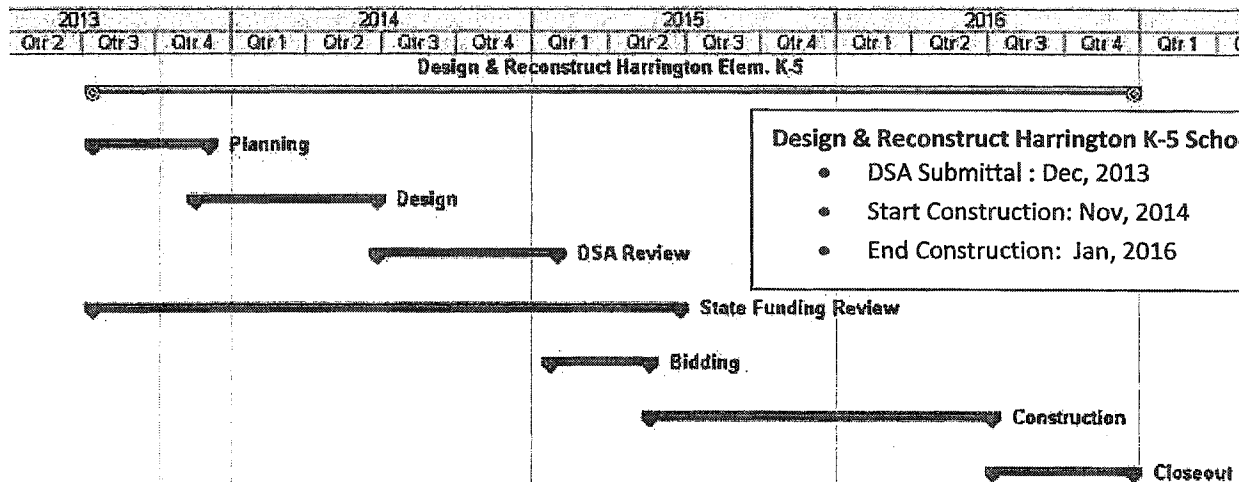
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

**Harrington Elementary School K-5**

Project	Year	Budget
Design & Reconstruct Harrington Elem. K-5	2013/14	
Demolition		\$858,000
Sitework		\$5,272,143
Classrooms		\$8,153,829
Kindergarten		\$2,035,314
Administration		\$1,631,850
Media Center		\$975,857
Multi-Purpose Room		\$2,111,607
Food Service		\$832,857
Restrooms		\$950,714
		<b>\$22,822,171</b>
	Est. Total	<b>\$22,822,171</b>

**SUMMARY TIMELINE & SCHEDULE:**

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



### III. METHOD OF SELECTION

#### BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

#### RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Harrington site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Harrington elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

#### ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 4. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Harrington site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff and district facilities as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

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## SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 4 selection package sent to prequalified firms: May 24
- Participating teams notify CFW of their intent to provide a proposal: May 31
- Participating teams submit final proposals: June 10, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for "re-use": June 12 - 13
- Conduct site visits: June 18 - 20
- Final selection to be announced to winning firm: June 21
- Board action on recommended firm and execution of contract: June 26 (Regular Board meeting)

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## SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed "re-use" project, and the firm's unique qualifications to pursue the Harrington project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 4 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed "re-use" projects, indicating whether an entire project, or a combination of several projects are best-suited to be "re-used" for Project 4. Project summaries should include:
  - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. See attachment A –Cost Comparison Sheet
  - b. Narrative of "lessons learned" from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
  - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
  - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.
  - e. Discuss the complexities of "re-use" and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.

3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
4. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firms experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 4 (maximum of 4 pages of drawings per proposed “re-use” project site). Firms are requested to submit their response within a single file in PDF format via email (use of YouSendIt, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com) by no later than 4:00pm PDT, Monday, June 10, 2013.



**The Project is Amended As Follows:**

**Background**

The proposed "re-use" design contains components within buildings which have been acknowledged by Dougherty + Dougherty Architects, LLP ("D+D") to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and D+D that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of D+D and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

**Summary of Amendment**

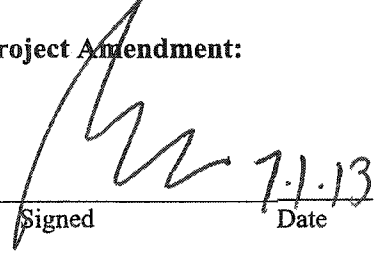
Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Administration Building** – The administration building has been revised to eliminate the sharp angle at the front of building.
2. **Classroom Building** – The classroom building has been revised to replace two (2) larger science lab classrooms with specified 960sf classrooms, and the large ADA ramp area.
3. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
4. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Harrington community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

**Amended Budget**

As mutually agreed to by District and D+D, the Project amendment as described above shall be constructed within the original approved Project Budget of \$22,822,171.00, with original Construction Budget of \$14,523,200.00.

**Acceptance of Project Amendment:**

Accepted by D+D  7.1.13  
Signed Date

Accepted by District  7/22/13  
Signed Date

## EXHIBIT "B"

### BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

#### A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

## **B. ESTIMATES AND COSTS GENERALLY**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

### **C. PROJECT INITIATION PHASE**

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
  - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
  - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
  - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

### **D. DEVELOPMENT OF ARCHITECTURAL PROGRAM**

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
  - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

**E. SCHEMATIC DESIGN PHASE**

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
  - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.  
  
Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
  - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
  - (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

**F. DESIGN DEVELOPMENT PHASE**

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (a) Light fixtures
  - (b) Ceiling registers or diffusers
  - (c) Access Panels



- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
  - (xi) Building design shall conform to all adopted energy regulations.
  - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
  - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
  - (iii) Preliminary specifications.
  - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
  - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - (iii) Show selected system on drawings as follows:
    - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
    - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
    - (c) Schematic piping

- (d) Temperature control zoning.
  - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
  - (iii) Ductwork and piping should be substantially located and sized.
  - (iv) Devices in ceiling should be located.
  - (v) Legend showing all symbols used on drawings.
  - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
  - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
  - (iv) Show system(s) selected on drawings as follows:
    - (a) Single line drawing(s) showing major distribution system.
    - (b) Location and preliminary sizing of all major electrical systems and components including:
      - (1) Load centers
      - (2) Main panels
      - (3) Switch gear
  - (v) Identify and define the scope of the technology backbone system.
  - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
  - (vii) All major electrical equipment should be scheduled indicating size and capacity.
  - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
  - (ix) Legend showing all symbols used on drawings.
  - (x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

## **G. CONSTRUCTION DOCUMENTS PHASE**

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
  - (i) Architectural:
    - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
    - (c) Architectural details and large blow-ups started.
    - (d) Well developed finish, door, and hardware schedules.
    - (e) Site utility plans started.
    - (f) Fixed equipment details and identification started.
    - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
  - (ii) Structural:
    - (a) Structural floor plans and sections with detailing well advanced.
    - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.

(vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

- (i) Architectural:
  - (a) Virtually complete site plan.
  - (b) Virtually complete floor plan, elevations and sections.
  - (c) Architectural details and large blow-ups near completion.
  - (d) Finish door, and hardware schedules virtually complete, including most details.
  - (e) Site utility plan virtually complete.
  - (f) Fixed equipment details and identification virtually complete.
  - (g) Reflected ceiling plan virtually complete.
  - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
  - (i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.

- (d) Finish, door and hardware schedules completed, including all details.
- (e) Site utility plans completed.
- (f) Fixed equipment details and identification completed.
- (g) Reflected ceiling plans completed.
- (ii) Structural:
  - (a) Structural floor plans and sections with detailing completed.
  - (b) Structural calculations completed.
- (iii) Mechanical:
  - (a) Large scale mechanical details complete.
  - (b) Mechanical schedules for equipment completed.
  - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
  - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
  - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
  - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
  - (c) All electrical equipment schedules completed.
  - (d) Special system components plans completed.
  - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.



(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
  - (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
  - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
  - (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
  - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
  - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
  - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
  - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

## H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid

documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

## **I. CONSTRUCTION PHASE**

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

**J. PROJECT CLOSE-OUT PHASE**

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

**K. MATTERS NOT WITHIN SCOPE OF SERVICES**

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.

- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

**EXHIBIT "C"**  
**DELIVERABLES**

**(1) Schematic Design Phase**

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

**(2) Design Development Phase**

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

**(3) Construction Documents Phase**

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies  
  
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies  
  
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)



EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

**Project No. 4: Harrington Reconstruction**

**Architect of Record: Dougherty + Dougherty Architects, LLP ("D+D")**

---

D+D has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of D+D, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

Dougherty + Dougherty Architects, LLP      Date

The invoice has been reviewed by the following and is recommended for payment:

---

Caldwell Flores Winters, Inc.      Date

---

Oxnard School District      Date  
Lisa Cline, Assistant Superintendent for  
Business and Fiscal Services



## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

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

**EXHIBIT "E"**

**FINGERPRINTING REQUIREMENTS**

**SECTION 00510**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: BRIAN DOUGHERTY AND LAI-YIN CHAN  
Title: PARTNER

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: 10-11-13

Proper Name of Contractor: DOUGHERTY + DOUGHERTY ARCHITECTS LLP

Signature: \_\_\_\_\_

By: BRIAN DOUGHERTY

Its: PARTNER

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 9/5/18

**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**

**Approval of Amendment #005 to Agreement #13-121 for SVA Architects to provide additional Architectural Services for the Elm School Reconstruction Project (Penanhoat/Fateh/CFW)**

At the October 16, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-121 with MVE Institutional (now and going forward known as SVA Architects) to provide Architectural Services to complete the design for the Elm School Reconstruction Project (Project).

Amendment #005 and the attached proposal received from SVA Architects, Inc. are presented to the District for the additional costs associated with design revisions, and the administrative fees for presentation to both the Division of the State Architect (“DSA”) and California Department of Education (“CDE”) for review and approval from each jurisdiction.

**FISCAL IMPACT:**

Thirteen Thousand Four Hundred Ten Dollars and Zero Cents (\$13,410.00). to be paid out of Master Construct & Implementation Funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #005 to Agreement #13-121 with SVA Architects for the Elm Reconstruction Project for additional architectural and engineering services.

**ADDITIONAL MATERIAL(S):**

**Attached:**

- Amendment #005, SVA Architects (3 Pages)
- SVA Architects, Inc. Proposal, dated August 16, 2018 (1 Page)
- Agreement #13-121 MVE Institutional (96 Pages)

**Amendment No. 005 to Architect  
Services Agreement #13-121**

The Architect Services Agreement #13-121 (“Agreement”) entered into on October 16, 2013, by and between the Oxnard School District (“District”) and MVEI Architects, Inc. (Now known as SVA Architects, Inc.) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 005 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 5 of the District’s Facilities Implementation Plan, otherwise referred to as the Elm School Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the New Elm School Reconstruction campus;

WHEREAS, upon consideration of the proposed modifications to the MPR building, the timing of those modifications, the District requires amending the scope of work of SVA Architects to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

**AMENDMENT**

The Parties agree to add the following language to SECTION 3 of the Agreement:

The proposed amendment contemplates all work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in the attached proposal hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.5 to the Agreement as follows:

**SECTION 5.2.5 Additional Compensation for Elm School Reconstruction Project revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. Thirteen Thousand Four Hundred Ten Dollars and Zero Cents (\$13,410.00) for the adjusting of the scope of the Elm E.S. Reconstruction project and incorporating the additional scope including: prepare drawings and CCD package for projector and drop-down screen, coordination with structural engineer, provide structural analysis and design for support and bracing of new projector and drop-down screen at the MPR building, provide detail comments for the new equipment described above, provide structural calculation and drawings as part of the CCD package to DSA submission, respond to DSA structural related review comments to obtain approval.**

**The combined sum for the additional services total:**

**Thirteen Thousand Four Hundred Ten Dollars and Zero Cents (\$13,410.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on October 16, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.



IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 005 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

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

\_\_\_\_\_  
Date

**SVA ARCHITECTS, INC.:**

By: \_\_\_\_\_  
Robert Simons, Principal

\_\_\_\_\_  
Date



## PROPOSAL - AMENDMENT NO. 5

<b>Architect:</b>	SVA Architects, Inc. ("Architect") 3 MacArthur Place, Suite 850 Santa Ana, CA 92707	<b>Client:</b>	Oxnard School District ("Client") 1051 South A Street Oxnard, CA 93030
<b>Architect Contact:</b>	Mel Tan, Tom Bardwell	<b>Client Contact:</b>	Scott Burkett, Caldwell Flores Winters, Inc. Dr. Cesar Morales, Oxnard School District
<b>Agreement Date:</b>	October 16, 2013 ("Agreement")	<b>Amendment Date:</b>	August 16, 2018 ("Amendment")
<b>Project Name:</b>	Project 5 – Elm Reconstruction ("Project")	<b>Description:</b>	Projector and Down Drop Screen in MPR
<b>Job No:</b>	2013-40159.806	<b>Client Ref:</b>	n/a

### A. Scope of Services

SVA and its Structural Engineer ("Petra") and Electrical Engineer ("Roshanian and Associates") shall provide the following services in accordance with the terms and conditions of the Agreement:

1. Prepare drawings and CCD package for projector and drop-down screen.
2. Coordination with Structural Engineer and Electrical Engineer.
3. Provide structural analysis and design for support and bracing of new projector and drop-down screen at the MPR building.
4. Provide detail comments for the new equipment described above.
5. Provide structural calculation and drawings as part of the CCD package to DSA submission.
6. Respond to DSA structural related review comments to obtain approval.

### B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Thirteen Thousand Four Hundred Ten Dollars (\$13,410.00)**.

Service	Fee
SVA Architects, Inc.	\$ 8,310.00
Petra Structural Engineers	\$ 3,500.00
Roshanian and Associates	\$ 1,600.00
<b>Total</b>	<b>\$13,410.00</b>

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

<b>Architect:</b>	SVA Architects, Inc.
<b>Signature:</b>	
<b>Printed Name:</b>	Robert Simons, AIA Lic. No. C18301
<b>Title:</b>	President & Partner
<b>Date:</b>	

Approved and Accepted:

<b>Client:</b>	Oxnard School District
<b>Signature:</b>	
<b>Printed Name:</b>	Lisa A. Franz
<b>Title:</b>	Director, Purchasing
<b>Date:</b>	

**AGREEMENT #13-121 FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**MVE INSTITUTIONAL, INC.**

**AND**

**OXNARD SCHOOL DISTRICT**

**OCTOBER 16, 2013**

**FOR**

**PROJECT 5 – ELM RECONSTRUCTION**

*Received*  
*10/17/13*

**TABLE OF CONTENTS**

**PREAMBLE .....4**  
**RECITALS.....4**  
**AGREEMENT .....4**

**SECTION 1: GENERAL PROVISIONS .....4**  
**1.1 DEFINITIONS.....4**  
**1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS .....9**

**SECTION 2: EMPLOYMENT OF ARCHITECT.....9**  
**2.1 EMPLOYMENT OF ARCHITECT .....9**  
**2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES .....9**  
**2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.....9**

**SECTION 3: THE PROJECT.....10**

**SECTION 4: SERVICES.....10**  
**4.1 BASIC SERVICES .....10**  
**4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES.....10**  
**4.3 ADDITIONAL SERVICES .....13**

**SECTION 5: ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE.....14**  
**5.1 COMPENSATION FOR BASIC SERVICES.....14**  
**5.2 COMPENSATION FOR ADDITIONAL SERVICES .....14**  
**5.3 DISPUTED AMOUNTS.....15**  
**5.4 COMPENSATION FOR REIMBURSABLE SERVICES.....15**  
**5.5 INVOICES .....16**

**SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION.....17**  
**6.1 TERMINATION BY DISTRICT .....17**  
**6.2 ARCHITECT DEFAULT .....18**  
**6.3 DISTRICT REMEDIES.....19**  
**6.4 TERMINATION BY ARCHITECT .....20**  
**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT .....20**

**SECTION 7: DUTIES AND LIABILITIES OF DISTRICT .....20**  
**7.1 DUTIES .....20**  
**7.2 LIMITATION ON LIABILITY OF DISTRICT .....22**

**SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES .....22**  
**8.1 CONSTRUCTION BUDGET.....22**  
**8.2 ESTIMATED PROJECT CONSTRUCTION COST .....22**

**SECTION 9: PROJECT SCHEDULE .....23**  
**9.1 SCHEDULE .....23**

**SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE.....23**  
**10.1 OWNERSHIP .....23**  
**10.2 REUSE BY DISTRICT .....24**  
**10.3 COPYRIGHT.....25**

10.4	TECHNOLOGY USED.....	25
10.5	DELIVERABLES UPON TERMINATION .....	25
10.6	NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.....	25
SECTION 11: INDEMNIFICATION AND INSURANCE .....		25
11.1	INDEMNIFICATION .....	25
11.2	INSURANCE.....	26
SECTION 12: DISPUTE RESOLUTION.....		29
12.1	RESOLUTION OF CLAIMS .....	29
12.2	RESOLUTION OF OTHER DISPUTES .....	29
12.3	SUBMISSION OF A CLAIM.....	29
12.4	CLAIMS RESOLUTION PROCESS .....	30
12.5	NON-WAIVER OR RELEASE.....	31
SECTION 13: NOTICES.....		31
13.1	NOTICES .....	31
SECTION 14: REPRESENTATIONS OF THE ARCHITECT .....		32
14.1	REPRESENTATIONS OF THE ARCHITECT .....	32
14.2	COMPLIANCE WITH LAWS.....	32
14.3	SUPPLEMENTAL CONDITIONS.....	33
SECTION 15: MISCELLANEOUS PROVISIONS .....		34
15.1	SUCCESSORS AND ASSIGNS .....	34
15.2	SEVERABILITY .....	34
15.3	ENTIRE AGREEMENT.....	34
15.4	GOVERNING LAW AND VENUE .....	34
15.5	NON-WAIVER .....	34
15.6	INDEPENDENT CONTRACTOR .....	34
15.7	NO ASBESTOS CERTIFICATION .....	34
15.8	NON-DISCRIMINATION.....	35
15.9	NO THIRD PARTY BENEFICIARY.....	35
15.10	ASSISTANCE OF COUNSEL.....	35
15.11	AUTHORITY TO EXECUTE.....	35
15.12	HEADINGS .....	35
15.13	EXECUTION IN COUNTERPARTS.....	35
EXHIBIT A .....		PROJECT
EXHIBIT B .....		BASIC SERVICES AND DESCRIPTION OF SUBMITTALS
EXHIBIT C .....		DELIVERABLES
EXHIBIT D .....		INVOICE APPROVAL LETTER & COVER SHEET
EXHIBIT E .....		FINGERPRINTING REQUIREMENTS



## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services ("**Agreement**") is entered into on this 16<sup>th</sup> day of **October, 2013** by and between **MVE Institutional, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "**Architect**"), with a business address at 3 MacArthur Place Suite 850, Santa Ana CA 92707 and the Oxnard School District, a California public school district ("**District**"), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

### RECITALS

**WHEREAS, the District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the "**Project**") and, in connection with the Project, requires the services of a duly qualified and licensed architect.

**WHEREAS, the Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

**WHEREAS, the Parties** intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District's Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District's staff.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

#### SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
  - 1.1.1 "**Addendum**" shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
  - 1.1.2 "**Additional Services**" shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
  - 1.1.3 "**Agreement**" shall mean this document and all its identified exhibits, attachments and amendments.
  - 1.1.4 "**Architect**" shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 **“Architect Consultant”** shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 **“Architect’s Supplemental Instruction”** or **“ASI”** shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 **“As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 **“As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 **“Basic Fee”** shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 **“Basic Services”** are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 **“Bid”** shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 **“Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 **“Bidder”** shall mean the person or entity submitting a Bid.
- 1.1.14 **“BIM”** or **“Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 **“CDE”** shall mean the California Department of Education.
- 1.1.16 **“Change Order”** or **“CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 **“Change Order Request”** or **“COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.
- 1.1.19 “Construction Budget” shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.
- 1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 “Constructability Review” shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.
- 1.1.30 “District” shall mean the Oxnard School District.



- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 **“Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval is maintained.
- 1.1.61 **“SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 **“Time Impact Analysis”** or **“TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

- 2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

### **SECTION 3** **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

### **SECTION 4** **SERVICES**

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.



- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on Exhibits B and C.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

### **4.3 ADDITIONAL SERVICES**

**4.3.1 Architect Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

**4.3.2** The following services are not Basic Services under this Agreement and are to be considered Additional Services:

**4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

**4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

**4.3.2.3** Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

**4.3.2.4** Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

**4.3.2.5** Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

**SECTION 5**  
**ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE**

**5.1 COMPENSATION FOR BASIC SERVICES**

**5.1.1 Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million One Hundred Twenty Five Thousand Dollars and No Cents (\$1,125,000.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<b><u>Architectural Phases</u></b>	
<b>Project Initiation</b>	<b>2%</b>
<b>Development of Architectural Program</b>	<b>2%</b>
<b>Schematic Design</b>	<b>9%</b>
<b>Design Development</b>	<b>14%</b>
<b>Construction Documents</b>	<b>43%</b>
<b>Bidding/DSA</b>	<b>5%</b>
<b>Construction Administration</b>	<b>20%</b>
<b>Close-Out</b>	<b>5%</b>

**5.1.1.1 Invoices.** Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

**5.1.1.2 Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

**5.2 COMPENSATION FOR ADDITIONAL SERVICES**

**5.2.1** Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.



5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 **DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

#### 5.4 **COMPENSATION FOR REIMBURSABLE SERVICES**

5.4.1 **PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed **FIFTY THOUSAND DOLLARS NO CENTS (\$50,000.00)**. The following is the **EXCLUSIVE** list of reimbursable expenses:

5.4.2.1 **Travel and Mileage.** The Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District,

in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

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

**5.4.2.3 Fees for Consultants.** Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

## **5.5 INVOICES**

**5.5.1 Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

**5.5.1.1** Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

**5.5.1.2** Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

**5.5.1.3** Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

**FINAL INVOICE FOR PROJECT 5 – ELM RECONSTRUCTION.** The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

## **SECTION 6**

### **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

#### **6.1 TERMINATION BY DISTRICT**

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

  - 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
  - 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
  - 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
  - 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
  - 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
  - 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
  - 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.



- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

### **6.3 DISTRICT REMEDIES**

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

**6.3.6 Payment to Consultant.** If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

**6.4 TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

**6.4.1 Failure to Pay Undisputed Amounts.** The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

**6.4.2 Long Term Suspension of Project.** If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

**6.5.1 Payment for Services.** In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

## **SECTION 7**

### **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 Program Manager:** The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

**7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget

limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

**7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

**7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

**7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

**7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.

**7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

**7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.

**7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

**7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.

**7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below.

Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

**7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

**7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

**7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

**7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

**7.2.1** Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

**8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable



allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

## **SECTION 9** **PROJECT SCHEDULE**

### **9.1 SCHEDULE**

- 9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.
- 9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).
- 9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

- 9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

## **SECTION 10** **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

- 10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations,

estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slated for destruction.

**10.2 REUSE BY DISTRICT.** All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

**10.2.1** The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

**10.2.2** Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their

respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

#### **11.1 INDEMNIFICATION.**

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
  - 11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4 **Survival of Indemnities.** The provisions of this Section shall survive the termination of this Agreement.
- 11.2 **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1 **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
  - 11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
  - 11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.



**11.2.1.4** Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

**11.2.1.5** Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

**11.2.2 Minimum Scope of Insurance.**

**11.2.2.1** Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

**11.2.2.2** Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

**11.2.3 Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

**11.2.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

**11.2.4.1** The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

**11.2.4.2** On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

**11.2.4.4** The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:

**11.2.5.1** Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

**11.2.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

**11.2.5.3** The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

**11.2.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

**11.2.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

**11.2.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

**11.2.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

## **SECTION 12**

### **DISPUTE RESOLUTION**

**12.1 RESOLUTION OF CLAIMS.** Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

**12.2 RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

#### **12.3 SUBMISSION OF A CLAIM**

**12.3.1 By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

**12.3.2 By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.4 CLAIMS RESOLUTION PROCESS.** The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

**12.4.1 Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.2 Deferral of Agreement Disputes.** Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

**12.4.3 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

**12.4.3.1 Qualifications of Mediator.** The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

**12.4.3.2 Submission to Mediation and Selection of Mediator.** The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.



**12.4.3.3 Mediation Process.** The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.4 Litigation.** If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

**12.5 NON-WAIVER OR RELEASE.** Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

### **SECTION 13** **NOTICES**

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

**TO DISTRICT:**

**Caldwell Flores Winters, Inc.,**  
*Program Manager*  
ATTN: Yuri Calderon, Chief Operating Officer  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

**TO ARCHITECT:**

MVE Institutional, Inc.  
Robert Simons, Principal  
3 MacArthur Place Suite 850  
Santa Ana, CA 92707

With original copy to:

**Oxnard School District**  
ATTN: Dr. Cesar Morales, Superintendent  
1051 South A St.  
Oxnard, CA 93030

**SECTION 14**  
**REPRESENTATIONS OF THE ARCHITECT**

**14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

**14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

**14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

**14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

**14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

**14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

**14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

**14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

- 14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).
- 14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.
- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

**SECTION 15**  
**MISCELLANEOUS PROVISIONS**

- 15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.
- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.



**15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

**15.9 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**15.10 ASSISTANCE OF COUNSEL.** Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**15.12 HEADINGS.** The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

**15.13 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

**Architect**

By: Robert J. ...

Title: President

Date: 10.10.13

**District**

By: John C. Franz

Title: Director, Purchasing

Date: 10-13-13

## EXHIBIT "A"

### PROJECT

September 4, 2013

Robert Simons, Principal  
MVE Institutional  
3 MacArthur Place Suite 850  
Santa Ana, CA 92707

#### **Architect Selection Package for Project 5 – Elm Elementary School (K-5)**

Dear Mr. Simons,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #5: Elm Campus Replacement**. This project is herein referred to as "Project 5". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

#### **Project 5 Summary**

Project 5 will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Elm campus with adaptations provided to meet specific requirements for form, function, circulation, site context, efficiency and budget. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) or alternated method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6<sup>th</sup>, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 5.

### **Detailed Description**

Enclosed in this package is a detailed description of Project 5, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

### **Master Budget, Timeline, and Schedule**

Summaries of the Master Budget, Timeline, and Project Schedule for the Elm campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

### **Method of Selection**

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com)

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.  
Sincerely,

**Caldwell Flores Winters, Inc.**





**Oxnard School District**  
**Architect Selection Package for Project 5**  
**Reconstruction of Elm School**

Prepared by:  
Caldwell Flores Winters  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

# ARCHITECT SELECTION PACKAGE

## DETAILED DESCRIPTION PROJECT 5 - DESIGN & RECONSTRUCT ELM K-5 SCHOOL

### PROJECT REQUIREMENTS

The Elm school site currently exists on a 6.1 acre site. Project 5 includes the construction of a new school and the demolition of the existing school. Elm Elementary School currently serves approximately 767 students in grades K-6. Elm is planned to be reconfigured to serve up to 600 students per state standard in grades K-5. The school was constructed in 1948 and last modernized in 2003. The new Elm campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 600 students per State standards in grades K-5 including 20 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 Resource Specialist Program (RSP) room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, student information center (library), food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work. The total "all in" budget for the site is \$20,170,543 including demolition and site work (soft and construction costs combined, including contingencies). The site will continue to operate within existing facilities during construction. The existing facilities will be demolished once the new facilities are completed and students are moved into the new facilities.

### DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a "Re-Use of Plans" effort for this project which is further described in a later section. Adaptations may be required to meet specific requirements for form, function, circulation, site context, and budget. The proposed configuration for Elm must allow for the construction of the new facilities while the existing facilities remain in operation during construction, therefore eliminating the need for interim housing.

Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than January 23, 2014. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence in August 2014 and be substantially complete by September, 2015.

### SITE BACKGROUND & COMMUNITY

Established in 1948, Elm Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Elm K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21<sup>st</sup> century learning environments for students.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Elm community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

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## EDUCATIONAL PROGRAM VISION

Elm Elementary School will implement an education strand program in the fall of 2014 to provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. The design team should be mindful of the vision for the form and function of school facilities.

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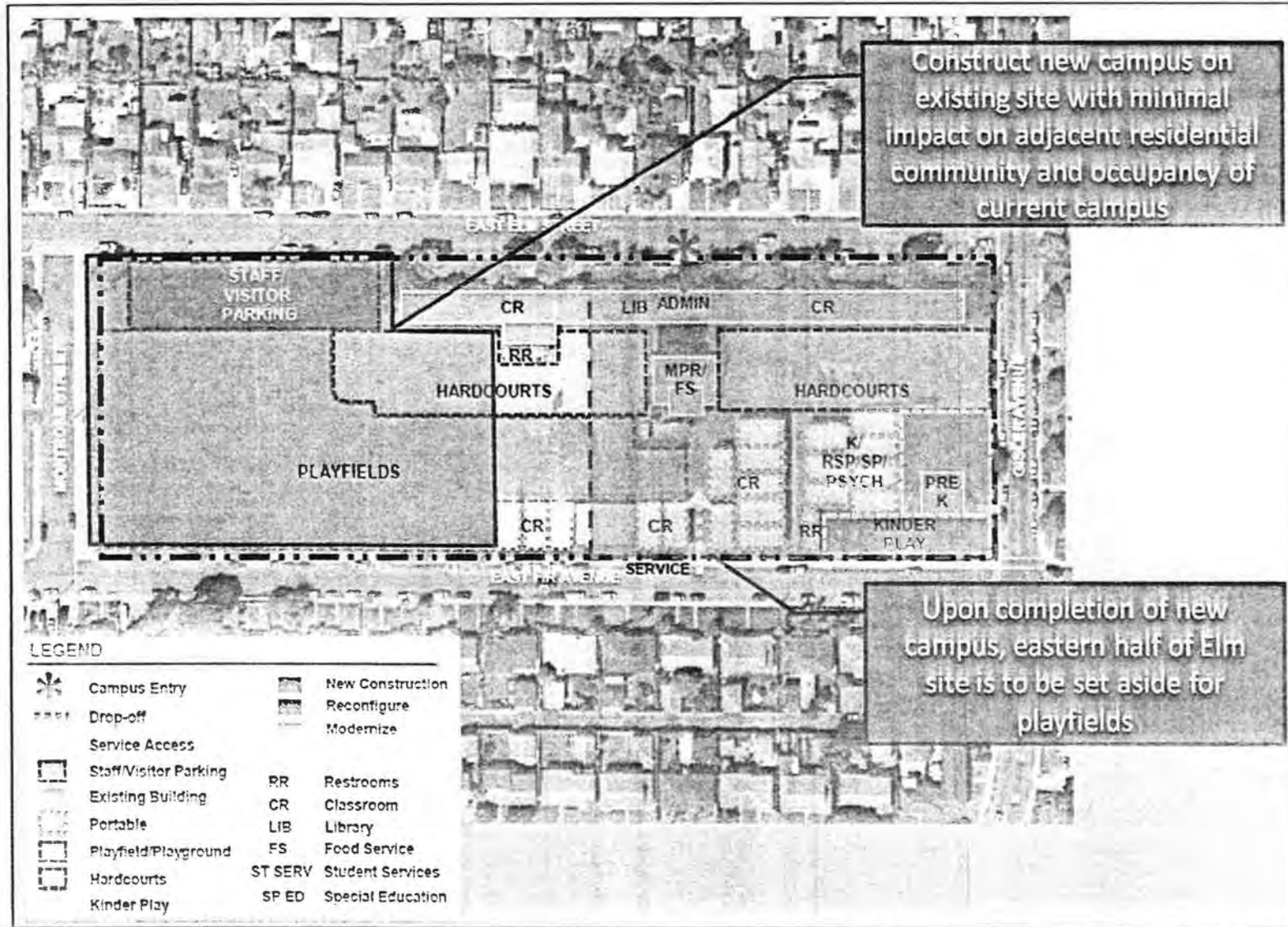
## SITE MAP & CONFIGURATION GUIDELINES

The Elm site is bounded by Elm Street, Gisler Avenue, Fir Avenue, and Montrose Street. Most of the current campus building mass is situated along the eastern half of the site and thus permits construction of new facilities to take place on the western half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that promote setbacks from Elm and Fir in order to reduce the impact of building massing on nearby homes.

Final placement of new buildings on the site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space. There is no requirement that buildings relate to the surrounding street grid at right angles, and therefore firms may find it constructive to explore options that position structures at alternate angles. Parking should accommodate a minimum of 70 vehicles and may make more efficient use of available space when bus and vehicle drop-off is provided at curbside locations along Montrose, Fir, and/or Elm.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion.

# ELM SITE MAP:



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

<b>Elm Elementary Specifications (K-5 Schools)</b>			
<i>Design &amp; Reconstruct School to K-5 Specifications for 600 students</i>			
<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Total</b>
<b>Classrooms</b>			<b>19,680</b>
Classrooms - Estimate 20 rms @ 960 sf ea.	19,200	sf	
RSP	480	sf	
<b>Kindergarten</b>			<b>6,440</b>
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
<b>Administration</b>			<b>4,515</b>
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	



<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Total</b>
<b>Student Information Center</b>			<b>2,700</b>
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Textbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
<b>Multi-Purpose Room</b>			<b>5,375</b>
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
<b>Food Service</b>			<b>3,600</b>
Serving/Prep Kitchen	350	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	2,800	sf	
Custodial Services	100	sf	
<b>Restrooms</b>	<b>1,800</b>	<b>sf</b>	<b>1,800</b>
<b>Total Building Quantity</b>			<b>44,110</b>
<b>Sitework</b>			
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	

**II. MASTER BUDGET, TIMELINE, & SCHEDULE**

**SUMMARY BUDGET:**

The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

<b>Elm Elementary School K-5</b>		
<b>Project</b>	<b>Year</b>	<b>Budget</b>
Design & Reconstruct Elm Elem. K-5	2014/2015	
Demolition		\$1,155,000
Sitework		\$5,272,143
Classrooms		\$5,378,057
Kindergarten		\$2,035,314
Administration		\$1,631,850
Media Center		\$975,857
Multi-Purpose Room		\$2,111,607
Food Service		\$832,857
Restrooms		\$777,857
	<b>Est. Total</b>	<b>\$20,170,543</b>

Much of the functionality in Elm's learning and administrative spaces is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the interior design vision, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized. Therefore, the above budget also incorporates the cost of appropriate furniture, fixtures and equipment within each project category. Design teams will be provided with the corollary Elm Facilities Vision & Description document for specific guidance on the necessary FF&E for the Elm campus.

**SUMMARY TIMELINE & SCHEDULE:**

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



### III METHOD OF SELECTION

#### BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

#### RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Elm site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Elm elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

#### ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 5. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Elm site for all interested teams. Please do not visit the site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff



and district facilities as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

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## SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 5 selection package sent to prequalified firms: September 4
- Participating teams notify CFW of their intent to provide a proposal: September 5
- Conduct site visits: September 10
- Participating teams submit final proposals: September 13, no later than 4:00pm
- Project Review Committee to interview each design team: September 17
- Project Review Committee to attend Architect designated site tours of completed campuses proposed for “re-use”: September 19
- Final selection to be announced to winning firm and commencement of contract negotiation: September 20

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## SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Elm project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 5 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 5. Project summaries should include:
  - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. *See attachment A –Cost Comparison Sheet.*
  - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
  - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
  - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.

- e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
3. Discuss the firm’s approach to designing “from the inside out” such that facilities provided by the “re-use” project accommodate the District’s established vision and description for 21<sup>st</sup> century learning spaces and incorporate required furnishings, fixtures, and equipment. *See attachment B – Elm K-5 Facilities Vision & Description.*
4. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
5. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
6. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.
7. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
8. Provide a brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 5 (maximum of 4 pages of drawings per proposed “re-use” project site). Firms are requested to submit their response within a single file in PDF format via email (use of FTP download link, Hightail, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com) by no later than 4:00pm PDT, Friday, September 13, 2013.

**The Project is Amended As Follows:**

**Background**

All architectural firms participating in the Elm Elementary School selection process, including MVE Institutional (MVEI) agreed as part of their participation to adjust initial proposed plans in order to match District expectations for use and functionality of the Elm campus. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

**Summary of Amendment**

Pursuant to this mutual understanding, the Project is hereby amended to reflect the design concepts proposed by MVEI in the presentation submitted on September 24, 2013. The design is based on Tustin Unified School District's Orchard Hills K-8 School in Irvine, CA, repurposed to serve as a K-5 school and revised as needed to comply with the Oxnard School District's educational specifications, program vision, and other design changes reflected in the 9/24/13 submittal.

The proposed re-use project shall be further revised as required to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve a DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.


The proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Elm community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

**Amended Budget**

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original approved Project Budget of \$20,170,543, with original Construction Budget of \$16,003,323, inclusive of owner controlled contingency of \$1,186,479.

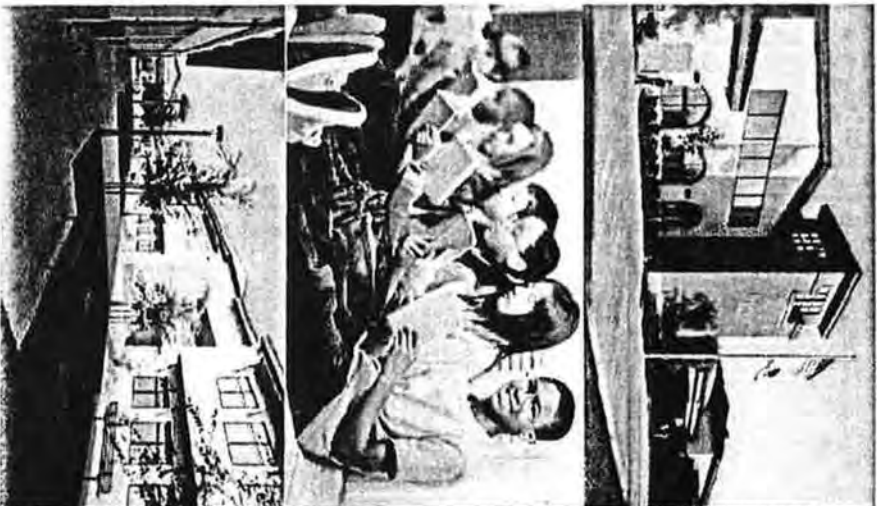
**Acceptance of Project Amendment:**

Accepted by MVEI   
Signed \_\_\_\_\_ Date 10.10.13

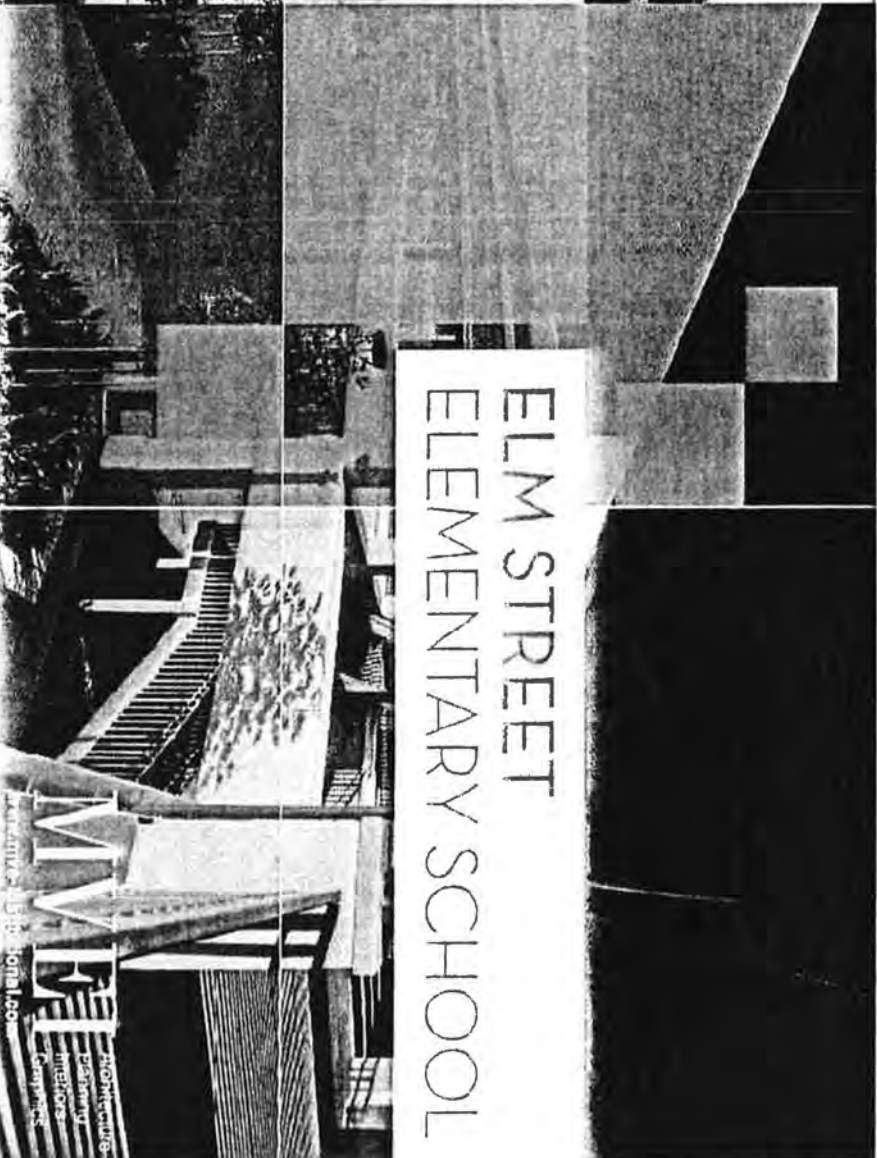
Accepted by District   
Signed \_\_\_\_\_ Date 10/13/13

# OXNARD SCHOOL DISTRICT

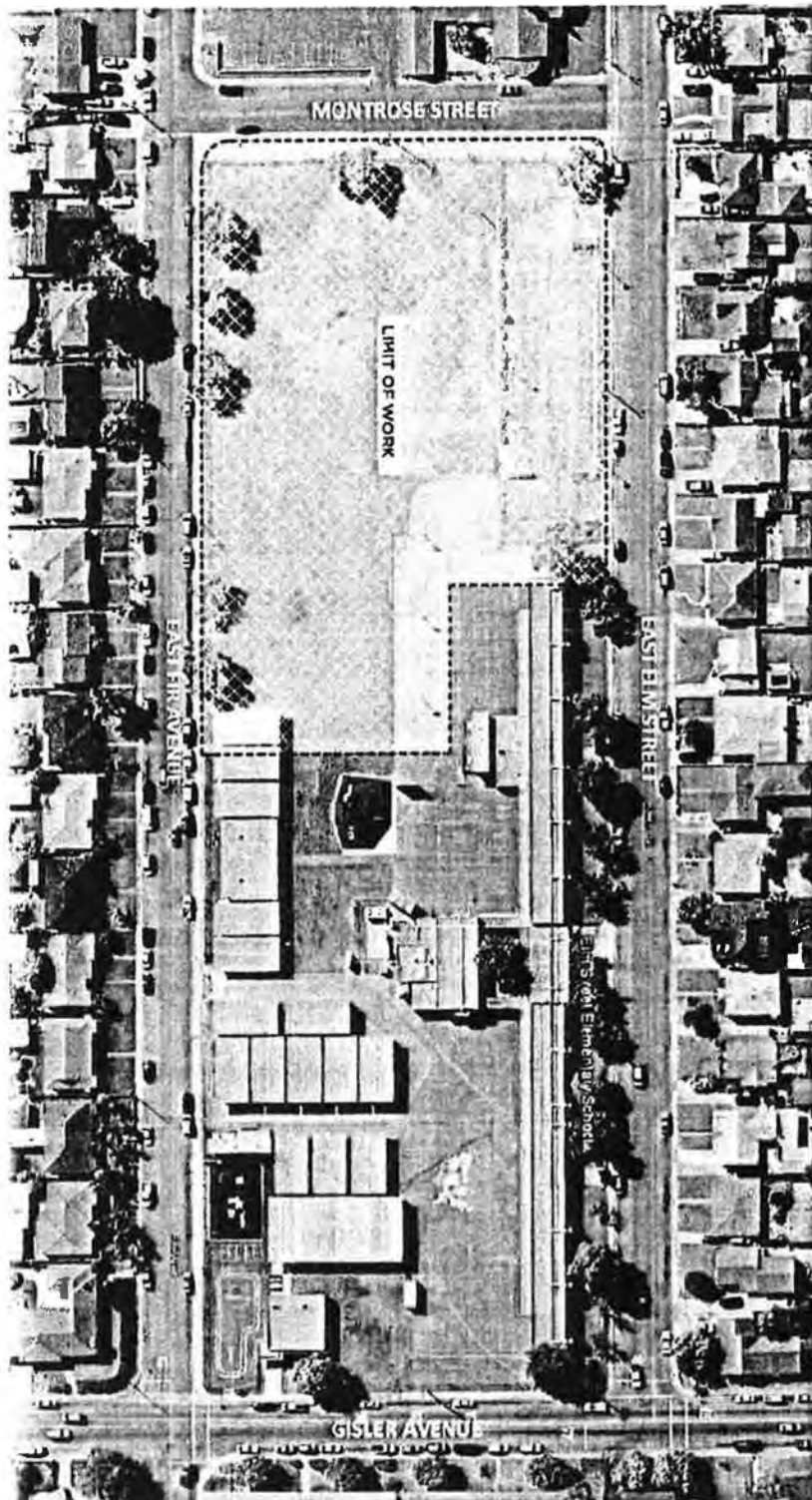
ARCHITECT SELECTION PACKAGE FOR PROJECT 5 -  
ELM STREET ELEMENTARY SCHOOL



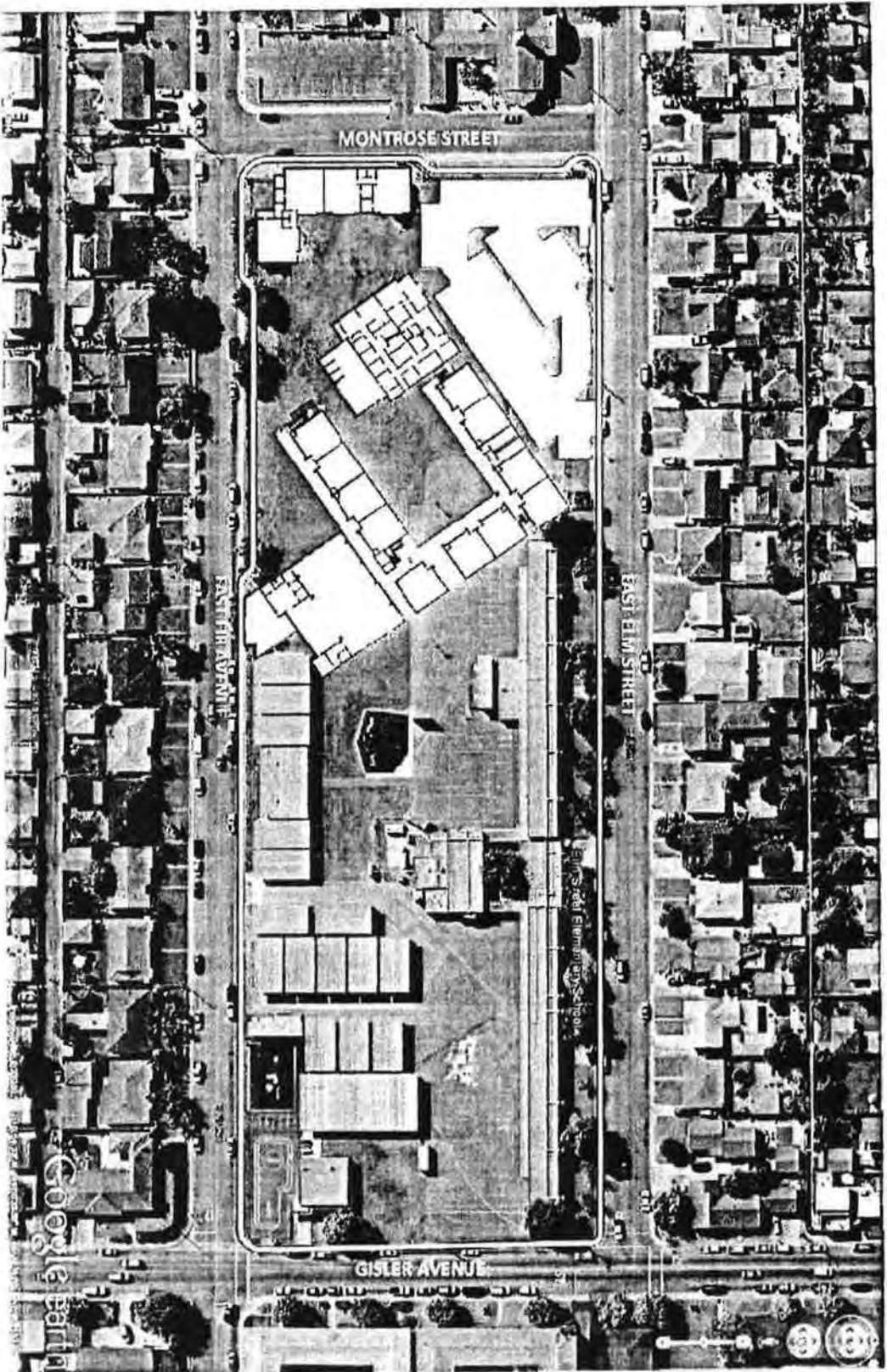
ELM STREET  
ELEMENTARY SCHOOL



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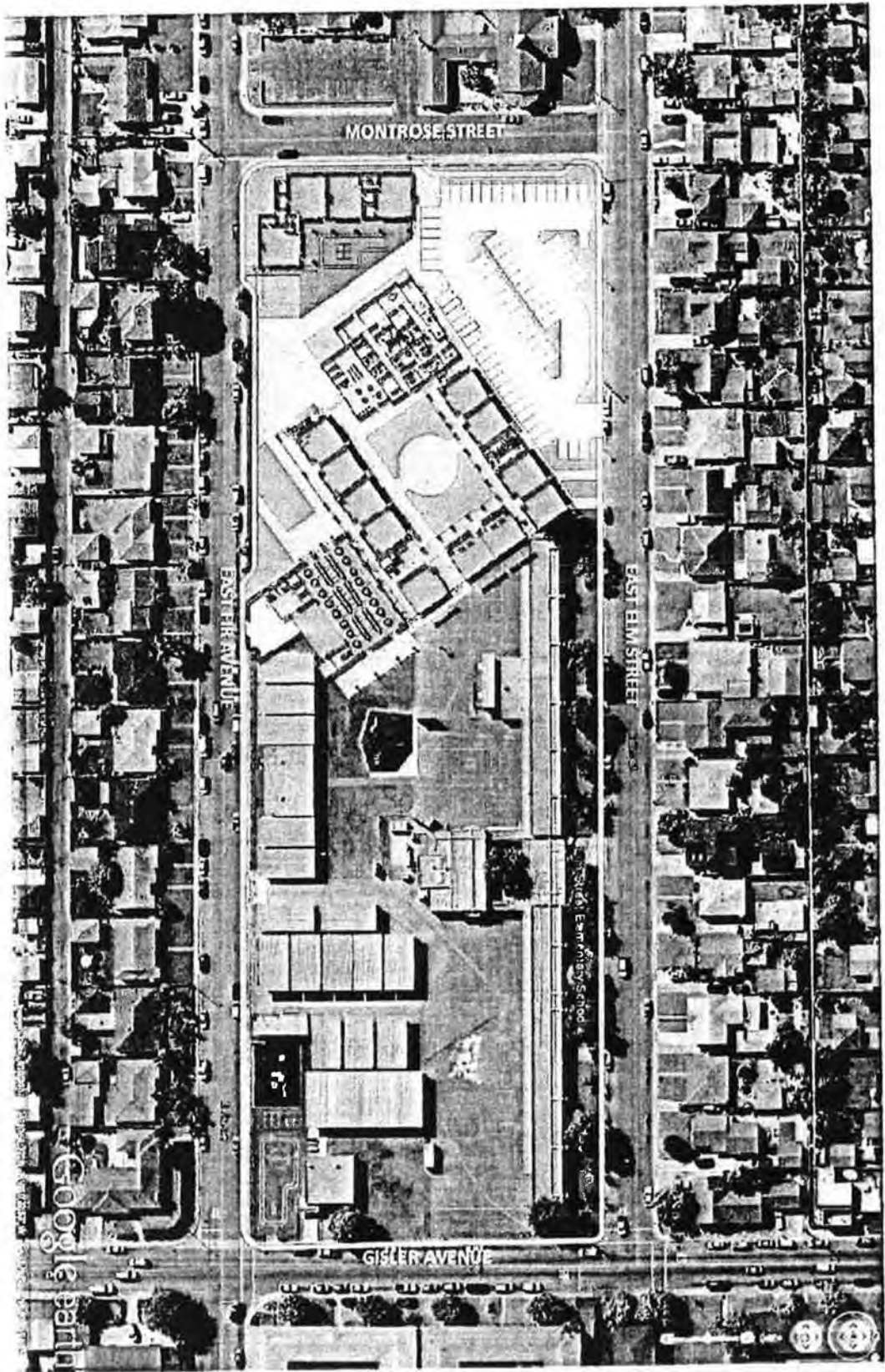






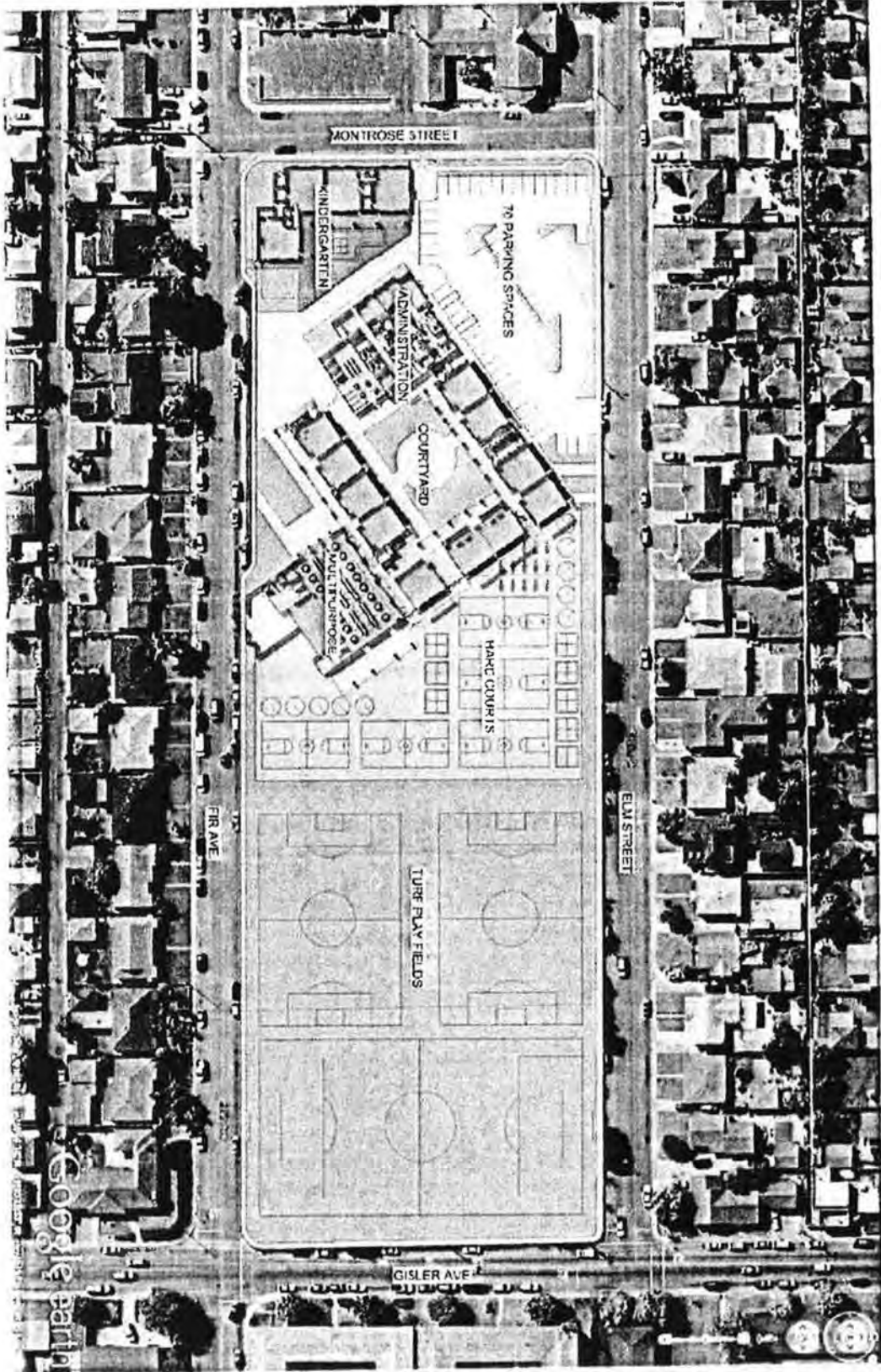
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BIRD PARK PLANNING AREA

OXNARD (MVA)

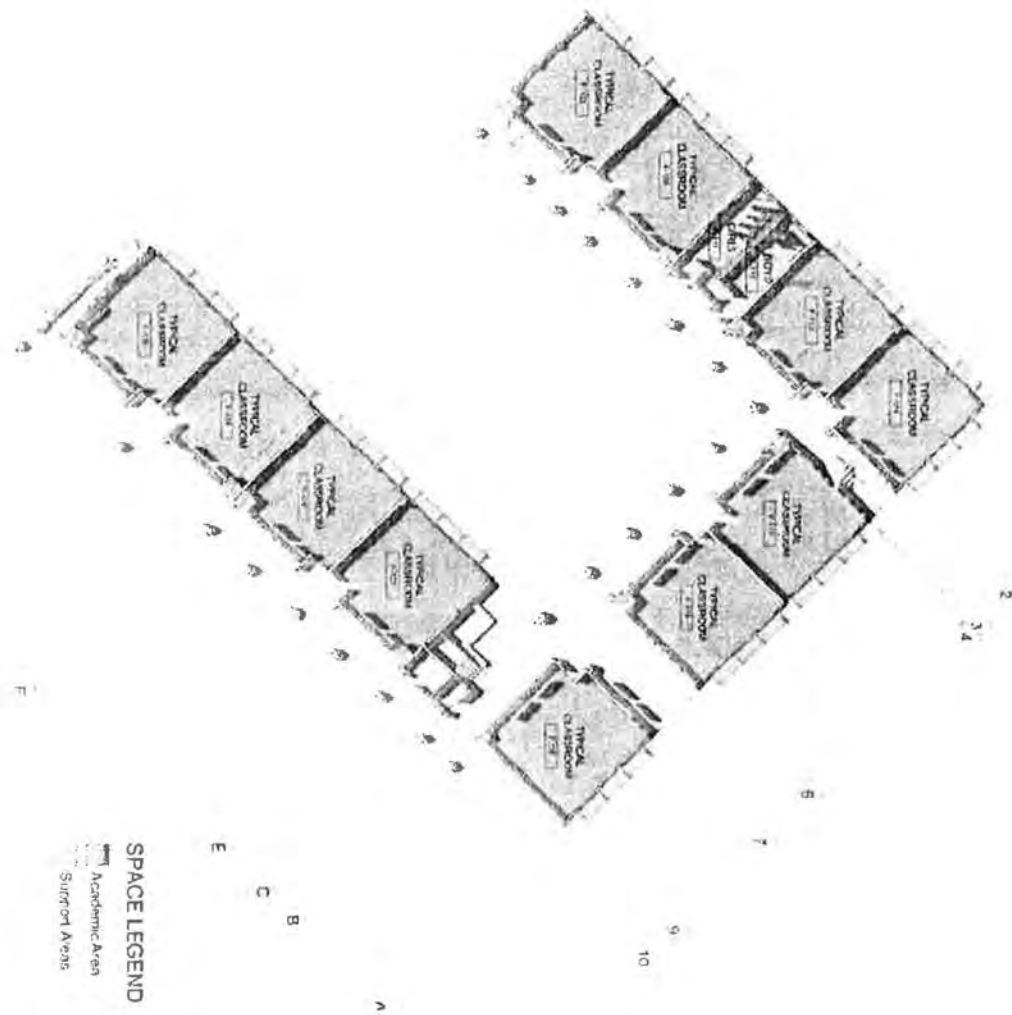


ELM STREET ELEMENTARY SCHOOL

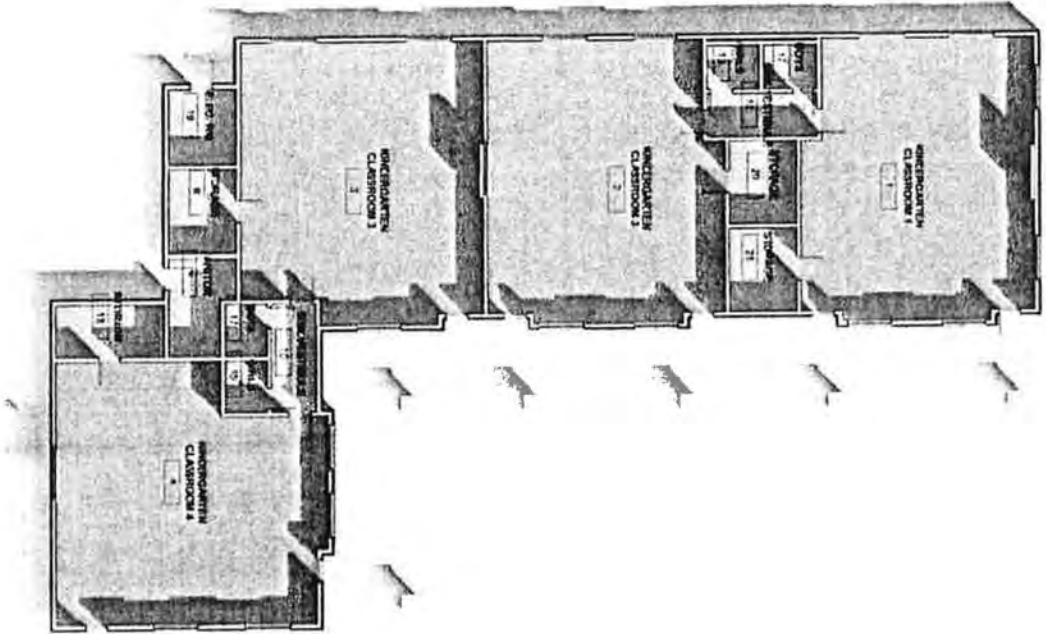
OXNARD (VT)



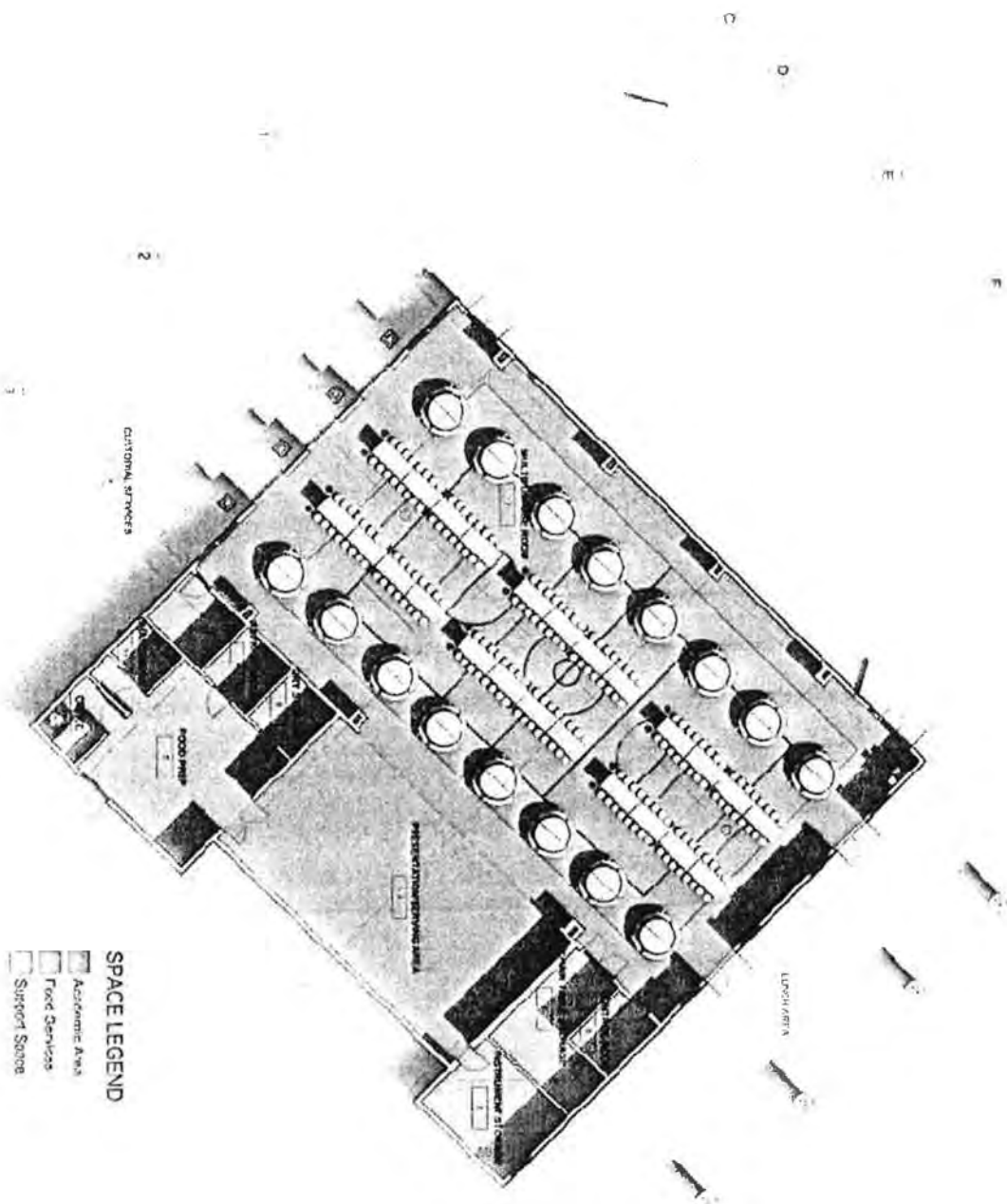




**SPACE LEGEND**  
 Academic Area  
 Support Areas

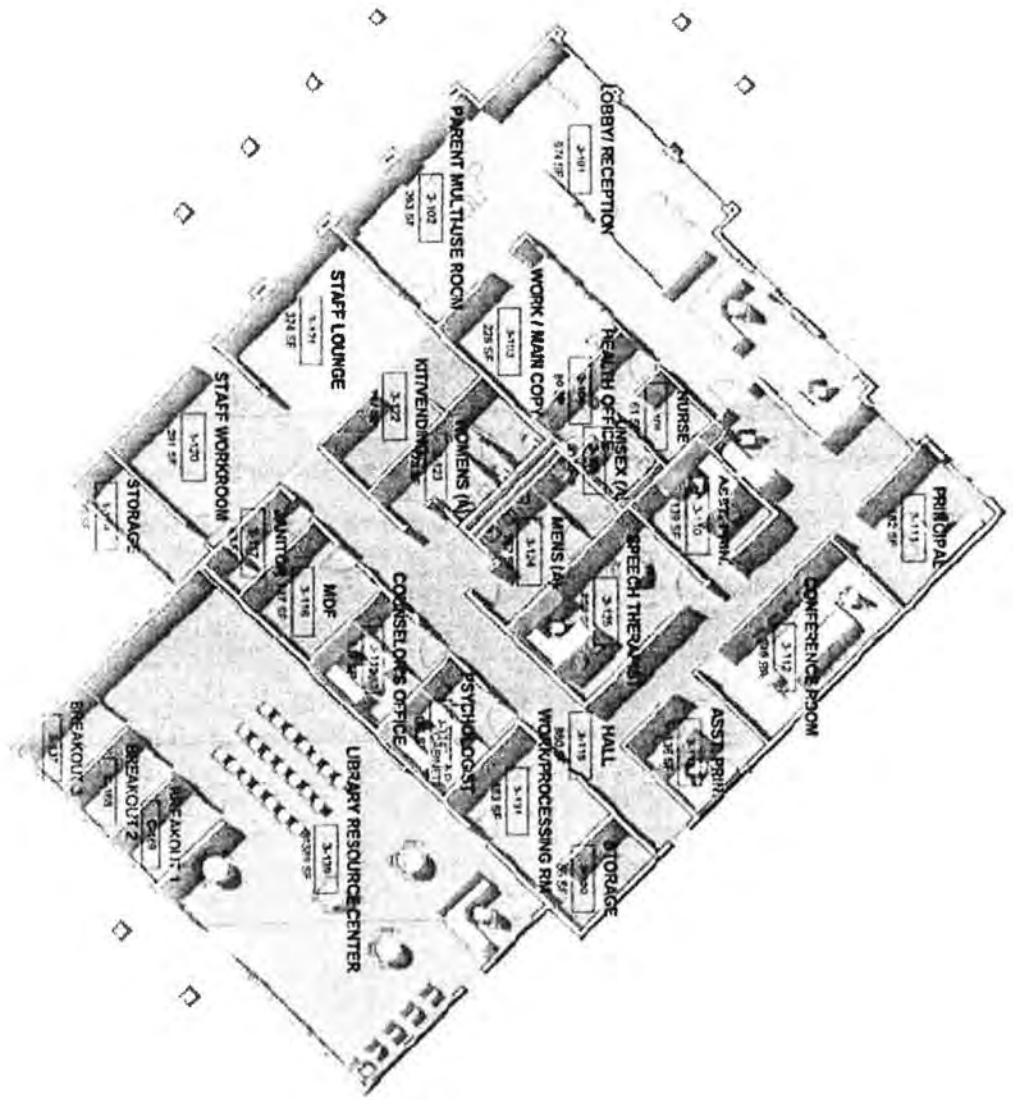


SPACE LEGEND  
Academic Area  
Academic Support  
Support Areas

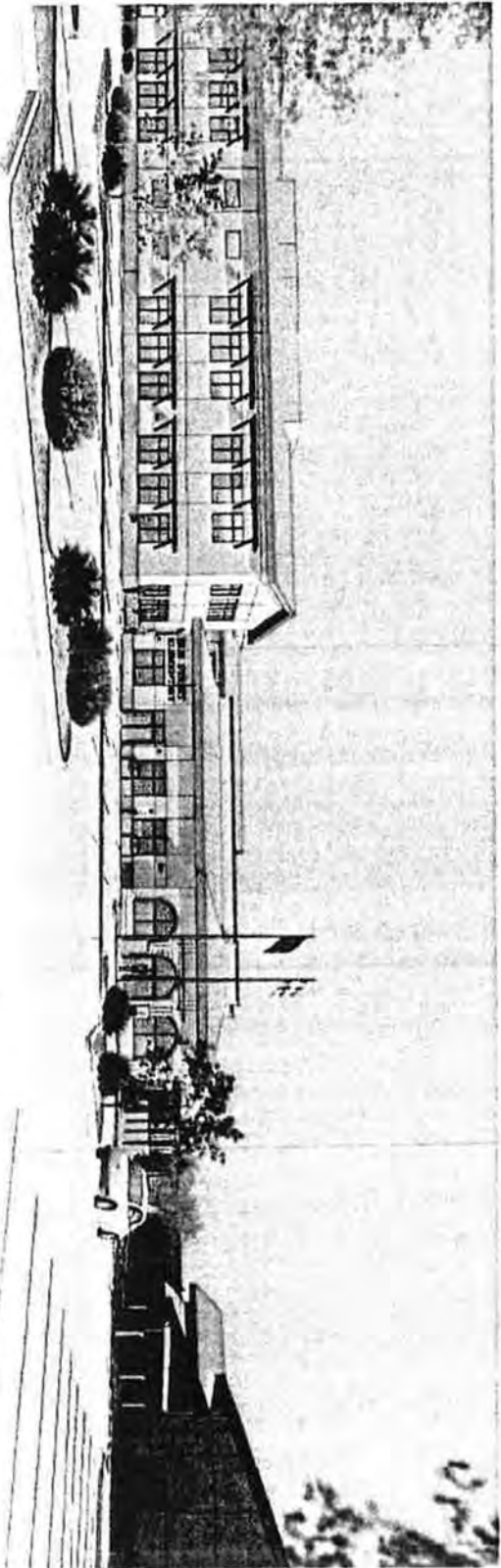


**SPACE LEGEND**

- Academic Area
- Food Services
- Support Space



ELM STREET ELEMENTARY SCHOOL  
PERSPECTIVE VIEW #1

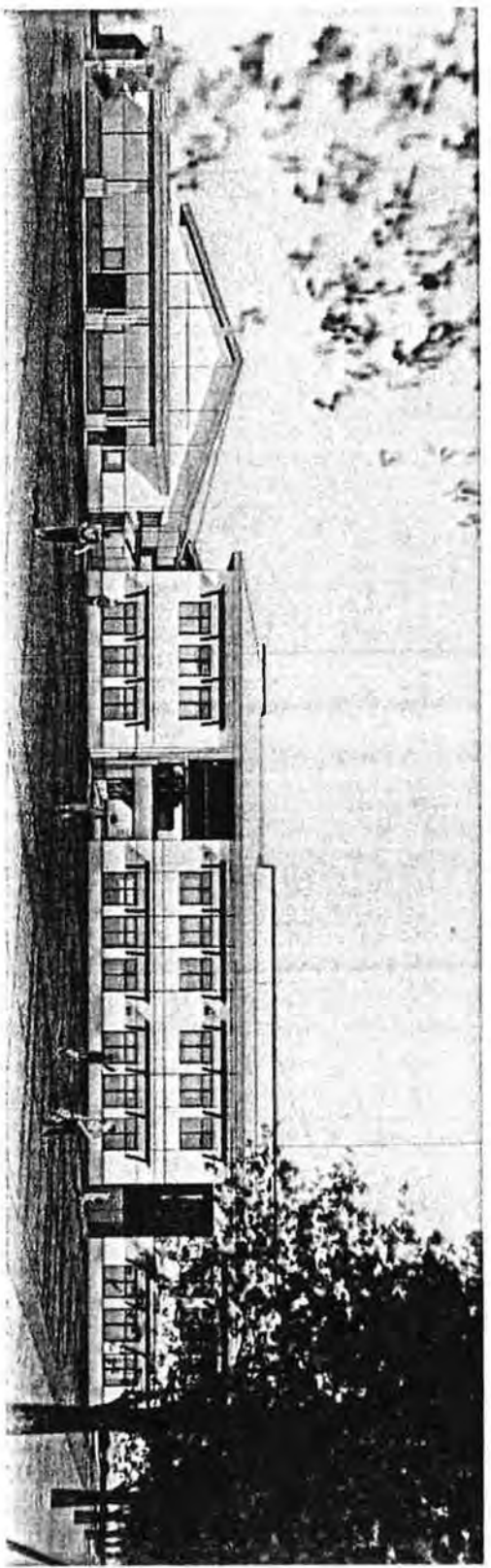


CAMPUS ENTRY

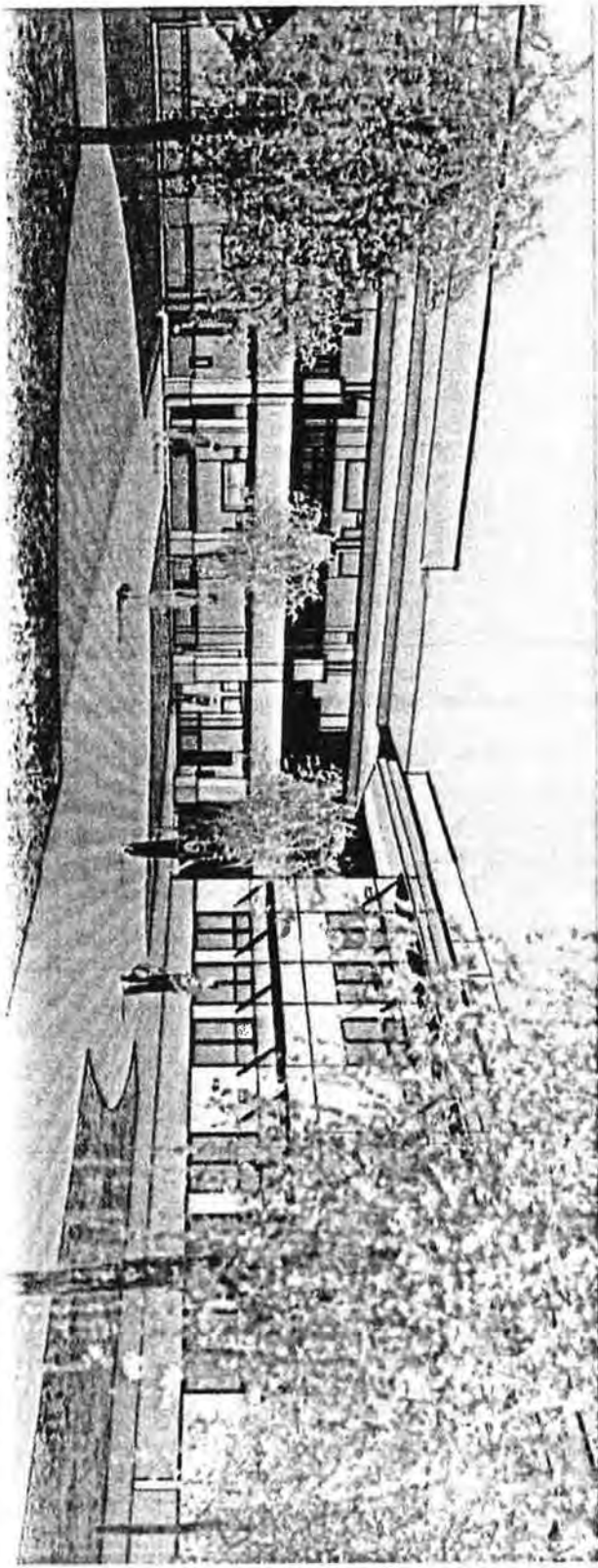
OXNARD MYP1

ELM STREET ELEMENTARY SCHOOL  
1010 SOUTH WILSON ST  
OXNARD, CA 91320

OXNARD MATH



TWO STORY CLASSROOM BUILDING

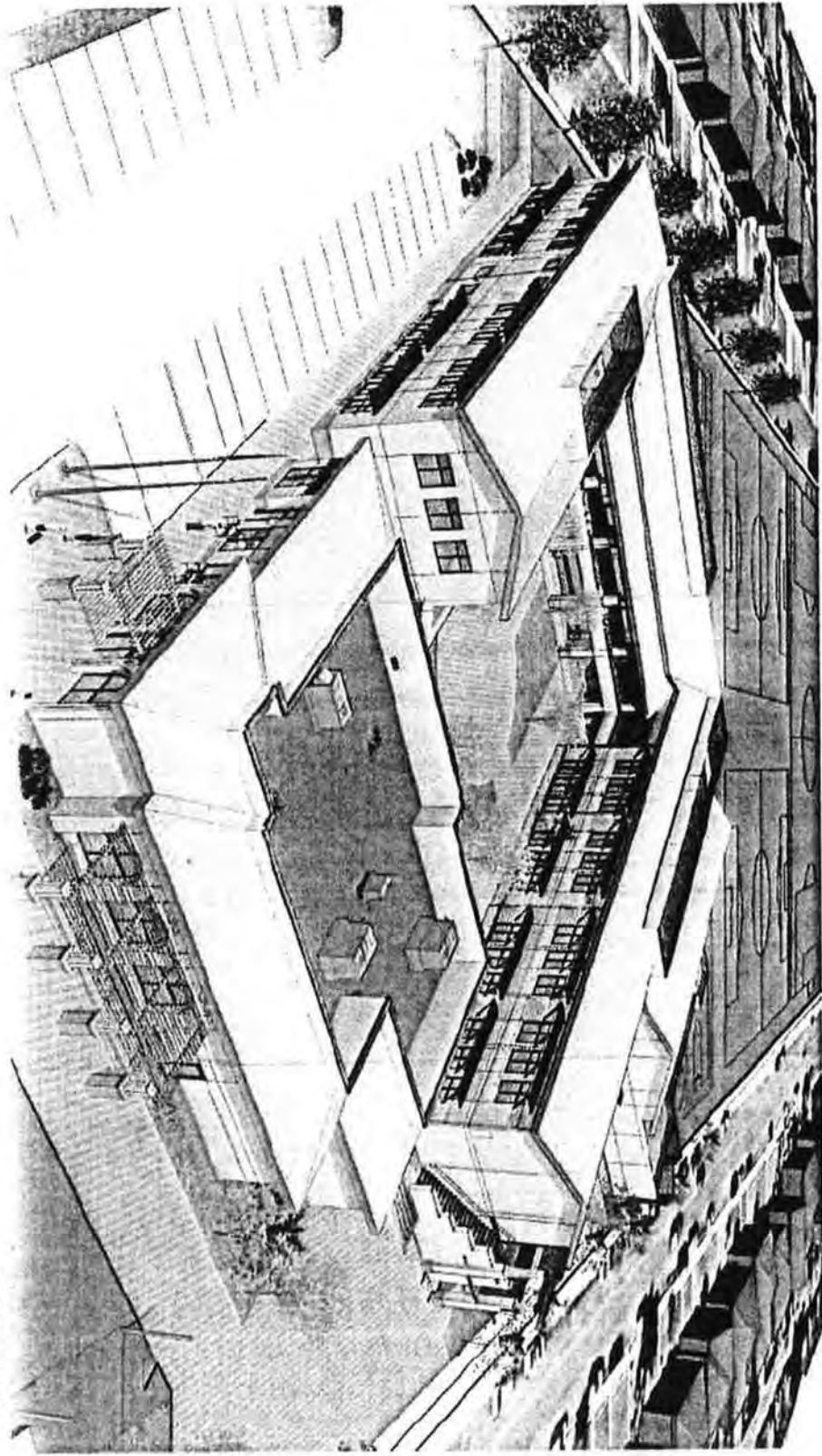


CENTRAL COURTYARD

ELM STREET ELEMENTARY SCHOOL  
PERSPECTIVE VIEW #3

OXNARD MVDI





AERIAL VIEW

ELM STREET ELEMENTARY SCHOOL  
PERSPECTIVE VIEW #4

OXNARD MVB



## EXHIBIT "B"

### BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

#### A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

## **B. ESTIMATES AND COSTS GENERALLY**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

### **C. PROJECT INITIATION PHASE**

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
  - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
  - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
  - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

#### D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
  - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new

buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

#### **E. SCHEMATIC DESIGN PHASE**

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
  - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.  
  
Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
  - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.



(2) Civil:

- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- (iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or

reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

- (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

## **F. DESIGN DEVELOPMENT PHASE**

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (a) Light fixtures

- (b) Ceiling registers or diffusers
    - (c) Access Panels
  - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
  - (xi) Building design shall conform to all adopted energy regulations.
  - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
  - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
  - (iii) Preliminary specifications.
  - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
  - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - (iii) Show selected system on drawings as follows:
    - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases



- (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
  - (c) Schematic piping
  - (d) Temperature control zoning.
- (ii) Major mechanical equipment should be scheduled indicating size and capacity.
  - (iii) Ductwork and piping should be substantially located and sized.
  - (iv) Devices in ceiling should be located.
  - (v) Legend showing all symbols used on drawings.
  - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
  - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
  - (iv) Show system(s) selected on drawings as follows:
    - (a) Single line drawing(s) showing major distribution system.
    - (b) Location and preliminary sizing of all major electrical systems and components including:
      - (1) Load centers
      - (2) Main panels
      - (3) Switch gear
  - (v) Identify and define the scope of the technology backbone system.
  - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
  - (vii) All major electrical equipment should be scheduled indicating size and capacity.
  - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage)

motor control centers, panels, transformers and emergency generators, if required.

- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

## **G. CONSTRUCTION DOCUMENTS PHASE**

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
  - (i) Architectural:
    - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
    - (c) Architectural details and large blow-ups started.
    - (d) Well developed finish, door, and hardware schedules.
    - (e) Site utility plans started.
    - (f) Fixed equipment details and identification started.
    - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

(ii) Structural:

- (a) Structural floor plans and sections with detailing well advanced.
- (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
- (b) Large scale mechanical details should be started.
- (c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
- (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
- (c) All electrical equipment schedules should be started.
- (d) Special system components should be approximately located on plans.
- (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.

(vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.

- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
    - (i) All equipment catalog cuts.
  - (ii) Structural:
 

Completed structural floor plans and sections with detailing well advanced.
  - (iii) Mechanical:
    - (a) Mechanical load calculations complete and all piping and ductwork sized.
    - (b) Large scale mechanical details should be substantially complete.
    - (c) Mechanical schedule for equipment substantially complete.
  - (iv) Electrical:
    - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
    - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
    - (c) All electrical equipment schedules should be virtually complete.
    - (d) Special system components should be located on plans.
  - (v) Civil:
 

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.
  - (vi) Landscape:
 

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.
- (4) Construction Documents - Substantial Completion Stage:
  - (i) Architectural:

- (a) Completed site plan.
  - (b) Completed floor plans, elevations and sections.
  - (c) Architectural details and large blow-ups completed.
  - (d) Finish, door and hardware schedules completed, including all details.
  - (e) Site utility plans completed.
  - (f) Fixed equipment details and identification completed.
  - (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing completed.
  - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details complete.
  - (b) Mechanical schedules for equipment completed.
  - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
  - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
  - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
  - (c) All electrical equipment schedules completed.
  - (d) Special system components plans completed.
  - (e) Electrical load calculations completed.
- (v) Civil:



All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.  
(c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
- (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.



- (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
  - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
  - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
  - (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
  - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
  - (iii) Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
  - (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
  - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

## H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

## I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The

original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a

condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

#### **J. PROJECT CLOSE-OUT PHASE**

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

#### **K. MATTERS NOT WITHIN SCOPE OF SERVICES**

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.

- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

## EXHIBIT "C"

### DELIVERABLES

#### (1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

#### (2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

#### (3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies  
  
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies  
  
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)



**EXHIBIT "D"**

**INVOICE APPROVAL FORM**

DATE:

**Project No. 5: Elm Reconstruction**

**Architect of Record: MVE Institutional, Inc. ("MVEI")**

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MVEI has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of MVEI, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

MVE Institutional, Inc. \_\_\_\_\_ Date

The invoice has been reviewed by the following and is recommended for payment:

---

Caldwell Flores Winters, Inc. \_\_\_\_\_ Date

---

Oxnard School District \_\_\_\_\_ Date  
Lisa Cline, Assistant Superintendent for  
Business and Fiscal Services



CONSULTANT/VENDOR 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 5 - Elm Reconstruction**  
 PROJECT #:  
 PROJECT TYPE: **NEW CONSTRUCTION/EXISTING SITE**  
 DATE: Date of Invoice  
 INVOICE #: Invoice #  
 PERIOD COVERED: Billing Period of Invoice  
 PO #: Purchase Order #

SUBCONTRACTOR: **MVE Institutional, Inc.**  
 PREPARED BY:  
 EMAIL:  
 PHONE #:  
 FAX #:

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	6210	Base Contract - fee	Architectural Services	(FEE AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
2	6210-R	Base Contract - Re-imbursables	Architectural Services	(REIMB AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>				#VALUE!	\$0.00	#VALUE!	#VALUE!

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

## 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@cftvinc.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.

**EXHIBIT "E"**

**FINGERPRINTING REQUIREMENTS**

**SECTION 00510**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

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

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

AND/OR

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

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

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

Proper Name of Contractor: REMUS INSTITUTIONAL

Signature: [Handwritten Signature]

By: Robert Simmons

Its: President



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/19/2013

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 381-1000      FAX (A/C, No.): (312) 381-7007		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> MVE INSTITUTIONAL, INC 3 MacArthur Place, Suite 850 Santa Ana, CA 92707 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Property Cas Co of America		25674
	<b>INSURER B:</b> Lexington Insurance Company		19437
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570052021512      **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. **Limits shown are as requested**

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG			680-4852L708-TIL-13 General Liability	09/29/2013	09/29/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-5076LL72-13-GRP Auto	09/29/2013	09/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			CUP-7229Y504-13-47 Umbrella	09/29/2013	09/29/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XJUB-3565T10-9-13 Workers Compensation	09/29/2013	09/29/2014	<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
B	Archit&Eng Prof			014781388 Architects & Engineers	09/29/2013	09/29/2014	PerClaim/Aggregate \$2,000,000 PerClaimDeductible \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 2013-40121 - Project 3 Lemonwood Reconstruction  
 2013-40159 - Project 5 Elm Construction  
 Additional Insureds: District, its Board of Trustee and each member thereof, its officers, employees, agents and designated volunteers as respect the General Liability. Waiver of subrogation in favor of the Additional Insureds as respect the General, Auto Liability and workers Compensation. Professional Liability retro date June 1, 1989.  
 AM Best Ratings: Travelers Indemnity Co of Ct. A+XV, Travelers Property Cas Co of America A+XV, Lexington Insurance Company AXV

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard, CA 93030 USA	<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.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central Inc</i>

Holder Identifier :

Certificate No : 570052021512





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

## **ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies Insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):**  
PER SCHEDULE ON FILE

**PROJECT/LOCATION OF COVERED OPERATIONS:**

### **PROVISIONS**

**A. The following is added to WHO IS AN INSURED (Section II):**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect and
- c. Before the end of the policy period.

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

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BLANKET ADDITIONAL INSURED</b>                                  | <b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b> |
| <b>B. EMPLOYEE HIRED AUTO</b>   | <b>I. WAIVER OF DEDUCTIBLE – GLASS</b>                                  |
| <b>C. EMPLOYEES AS INSURED</b>  | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                   | <b>K. AIRBAGS</b>   |
| <b>E. TRAILERS – INCREASED LOAD CAPACITY</b>                          | <b>L. AUTO LOAN LEASE GAP</b>   |
| <b>F. HIRED AUTO PHYSICAL DAMAGE</b>                                  | <b>M. BLANKET WAIVER OF SUBROGATION</b>                                 |
| <b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |   |

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) - 001**

**POLICY NUMBER: (XJUB-3565T10-9-13)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3 .0 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

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

**SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE**

Item 6 of the Declarations to include:

POLICY	LIMITS (000 OMITTED)	COVERAGE	COMPANY
UB-3565T109-13	1,000	EACH ACCIDENT	EMPLOYER'S LIABILITY TIL
	1,000	AGGREGATE EMPLOYEE DISEASE	
	1,000	EACH EMPLOYEE DISEASE	
BA-5076L172-13	1,000	EACH OCCURRENCE	AUTO LIABILITY TIL
680-4852L708-13	1,000	EACH OCCURRENCE	GENERAL LIABILITY TIL
	2,000	PROD/COMP OPS AGG	
	2,000	GENERAL AGGREGATE	

"(If you have any employee exposure in the State of New York, the Employers Liability Limits are applicable only to bodily injury to your "non-subject employees" as defined under Rule VIII - Limits of Liability, A.2., of the WC/EL Manual of the State of New York)"

**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 9/5/18

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 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project (Penanhoat/Fateh/CFW)**

---

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the construction of the new classroom building at Marshall School ("Project"). The Project includes the construction of a new school building at the existing Marshall School site.

During the Regular Meeting of August 23, 2017, the Board of Trustees Approved Item C-12, the Construction Services Agreement between the Oxnard School District and Bernards for the Project. During that Meeting, the inclusion of a Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

Contractor Contingency Allocation No. 003 provides for the Board's approval of six (6) items of cost agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency. Contractor Contingency Allocation No. 003 will not increase Contract Time.

**FISCAL IMPACT**

Contractor Contingency Allocation No. 003 will be a **COST** to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Eighty-One Thousand Nine Hundred Sixty Nine Dollars and No Cents (\$81,969.00)** to be paid out of the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Marshall New Classroom Building Project. The remaining Contractor Contingency balance after Allocation No. 003 will be Two Hundred Nine Thousand Eight Hundred Fifty Dollars and Zero Cents (\$209,850.00).

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 003 to Construction Services Agreement #17-117 with Bernards, for additional items of Work related to the Marshall New Classroom Building Project.

### **ADDITIONAL MATERIAL**

**Attached:**

- *Contractor Contingency Allocation No. 003, Bernards (2 Pages)*
- *CAR No. 4 RO (2 Pages)*
- *CAR No. 7 RO (42 Pages)*
- *CAR No. 26 RO (19 Pages)*
- *CAR No. 29 RO (15 Pages)*
- *CAR No. 33 RO (2 Pages)*
- *CAR No. 35 RO (4 Pages)*
- *Construction Services Agreement # 17-117 (115 Pages)*



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

**Date:** September 5, 2018

**CONTRACTOR CONTINGENCY ALLOCATION NO. 003**

**PROJECT:** MARSHALL NEW CLASSROOM BUILDING  
**O.S.D. BID No.** N/A  
**O.S.D. Agreement No.** 17-117

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

**ARCHITECT** CSDA Design Group  
 4061 Glencoe Ave., Suite B  
 Marina Del Rey, CA 90292

**CONTRACTOR:**

**Bernards Bros. Inc.**  
**555 First Street**  
**San Fernando, CA 91340**  
**Attn: Carl Magness**

**Architects Proj. No.:** 1534.01  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-116806

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

<b>ORIGINAL CONTRACTOR CONTINGENCY SUM</b>	<b>\$</b>	<b>345,932.00</b>
<b>NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION</b>	<b>\$</b>	<b>54,113.00</b>
<b>ADJUSTED CONTINGENCY SUM</b>	<b>\$</b>	<b>313,218.00</b>
<b>NET CHANGE</b>	<b>\$</b>	<b>81,969.00</b>
<hr/>		
<b>Total Contingency Allocations to Date:</b>	<b>\$</b>	<b>(136,082.00)</b>
<b>ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 003.....</b>	<b>\$</b>	<b>209,850.00</b>

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CAR No. 4RO – Additional reinforcing – Per DSA CCD No. 08 add supplemental reinforcement to prevent concrete break-out of high loading on SOG.				\$9,260
2.	CAR No. 7RO – Required stepped footings – DSA CCD. 08 to show supplemental reinforcement to prevent concrete break-out at locations of high loading.				\$13,482
3.	CAR No. 26RO – Expedited schedule thru 4/14/18				\$19,513
4.	CAR No. 29RO – RFI 33 & 47 Revised stair plate connection			\$5,082	
5.	CAR No. 33RO – Original canopy back into scope as per CD approved DSA (during VE \$30,374 was removed for new design, that was not approved through DSA)				\$31,390
6.	CAR No. 35RO – Add hand dryers per RFI 171		\$3,242		
	Totals		\$3,242	\$5,082	\$73,645

Total Contractor Contingency Allocation Approval No. 003 ..... \$ 81,969.00

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

**APPROVAL (REQUIRED):**

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

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

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

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

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

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

**APPROVAL (REQUIRED):**

PURCHASING DIRECTOR: \_\_\_\_\_

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



# CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 4 R0

Date: 1/25/2018

### DESCRIPTION OF WORK

Additional Reinforcing Steel- Per DSA CCD No. 08 Add supplemental reinforcement to prevent concrete break-out at locations of high loading on SOG

### SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
<b>Contractual Costs</b>		
Contingency Allocation		-9,260
	Subtotal:	-9,260

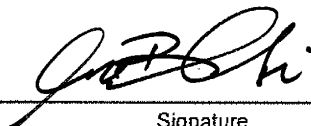
### SUMMARY OF ALLOCATIONS

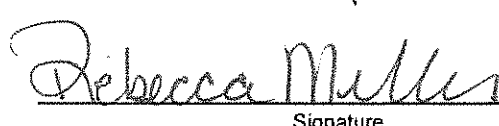
Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
	Vista Steel Co	9,260
	Subtotal:	9,260
<b>Total Change Order Request Amount</b>		<b>0</b>

### ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

  
 \_\_\_\_\_  
 Signature  
 Jose Arche CSDA  
 \_\_\_\_\_  
 Printed Name & Title  
 08-17-18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature  
 Rebecca Miller, Project Manager  
 \_\_\_\_\_  
 Printed Name & Title  
 8/17/18  
 \_\_\_\_\_  
 Date

11/17/17  
B316D  
SCO-Created

November 17, 2017

REVISED

BERNARDS BUILDERS MGT  
555 FIRST STREET  
SAN FERNANDO, CA 91340

Project: MARSHALL NEW CLASSROOM

Re: **VT1804**  
**CC#2**

Gentlemen,

Following is the description and breakdown for the above referenced additional charge:

**CC# 2 Added hold down bars**

	QTY	UOM	
Fabricated material	2,057	LBS	\$ 1,501.61
Detailing	1.00	HRS	\$ 85.00
Cartage	0.00	HRS	\$ -
Installation	80	HRS	\$ 6,465.60
Subsistance	0	DAYS	\$ -
Accessories		LS	\$ -
SUBTOTAL			\$ 8,052.21
Overhead 15%			\$ 1,207.83
SUBTOTAL			\$ 9,260.04
Profit			\$ -

**TOTAL \$ 9,260**

This change will appear and become due with your next invoice. If this change is the responsibility of the owner we request that you process it immediately.

Respectfully submitted,

**VISTA Steel Company**

*Iqbal Toor*

Iqbal Toor  
Contract Administrator





# CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 7 R0

Date: 1/25/2018

### DESCRIPTION OF WORK

Required Stepped Footings- DSA CCD No. 08 to show supplemental reinforcement to prevent concrete break-out at locations of high loading.

### SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
<b>Contractual Costs</b>		
Contingency Allocation		-13,482
	Subtotal:	-13,482

### SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
	Santa Clarita Concrete	13,482
	Subtotal:	13,482
<b>Total Change Order Request Amount</b>		<b>0</b>

### ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.



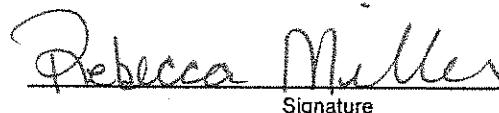
Signature

Jose Arche CSDA

Printed Name & Title

08-17-18

Date



Signature

Rebecca Miller, Project Manager

Printed Name & Title

8/17/18

Date



16164 Sierra Highway  
 Santa Clarita, CA 91390  
 Phone 661.252.2012  
 Fax 661.298.4585  
 CA License No. 381605

## CHANGE ORDER REQUEST

COR	SCC-001
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Carl
DATE	11/13/17
REFERENCE	RFI-056

### NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: add steps to footings as drawn in RFI-056 drawings.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
RFI-056	Set up 2 hrs x 8	Footings	11/13/17	Carpenter	Foereman	R	16	Ea	\$93.10	\$1,489.65
RFI-056	Set up 2 hrs x 8	Footings	11/13/17	Carpenter	Journeyman	R	16	Ea	\$84.96	\$1,359.43
RFI-056	Pour crew	Footings	11/13/17	Carpenter	Foereman	R	8	Ea	\$93.10	\$744.82
RFI-056	Pour crew	Footings	11/13/17	Carpenter	Journeyman	R	16	Ea	\$84.96	\$1,359.43
RFI-056	Pour footings	Footings	11/13/17	Equipment	Boom Pump	R	1	Ea	\$2,721.00	\$2,721.00
RFI-056	Strip 2 hrs x 8	Footings	11/13/17	Carpenter	Foereman	R	16	Ea	\$93.10	\$1,489.65
RFI-056	Strip 2 hrs x 8	Footings	11/13/17	Carpenter	Journeyman	R	16	Ea	\$84.96	\$1,359.43
RFI-056	Mat for block outs	Footings	11/13/17	Material	Lump Sum/block	R	8	Ea	\$150.00	\$1,200.00

### EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's  
 This COR may not include all work for this scope.  
 This COR only includes the work and quantities listed.  
 This COR may impact the completion schedule - see below  
 Additional pump required - second pour pump is included in contract work  
 Additional pour crew required - second pour crew included in contract work

EXTENSION OF CONTRACT DURATION--> 5 DAYS

SUB-TOTAL	\$11,723.41
P&O	\$1,758.51
<b>TOTAL FOR THIS COR</b>	<b>\$13,481.92</b>



# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 56

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 11-06-17

Discipline: Civil

## Subject: Waste and step footing layout

### DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

### QUESTION

Is the layout for waste and step footing good? Please see the drawing attached

### ANSWER

Response:

All disciplines find waste and step footings acceptable. See Comments below:

The alignment is acceptable. Please refer to response in the previous RFI

Structural takes no exception to the revised pipe layout. Ensure that details 1/S-400A and 10/S-400A are followed for any pipes at footings

Location and invert elevation from the building is acceptable  
CEOR to review piping outside the building.

### RESPONSE DISTRIBUTION

Company	Contact	Date Sent
City Commercial Plumbing Inc	Bob Zio	11/6/2017
sam Hill & sons	Bobby Cardoza	11/6/2017
Santa Clarita Concrete	Curtis Marzinzik	11/6/2017
C A Buchen Corp	Jack Furdek	11/6/2017
JF Construction Corp	John Ferrante	11/6/2017
Vista Steel Co	Maria DiMaggio	11/6/2017
Taft Electric Co	Matt Gobuty	11/6/2017
Bernards	William Van Zee	11/6/2017



## REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

**RFI No. : 56**

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 11-06-17

Discipline: Civil

**Subject: Waste and step footing layout**

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**Question Initiated By:** William Van Zee - Bernards

**Submitted By:** William Van Zee - Bernards

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Job No. 1641.

2 of 2

**REQUEST FOR INFORMATION**

Report Date: 11/6/2017



# REQUEST FOR INFORMATION

**RFI No.: 56**

To: Jose Arche  
Company: CSDA Design Group  
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 11-01-17  
Discipline: Civil

**Subject: Waste and step footing layout**

**Response Requested By: 11-08-2017**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

### QUESTION

Is the layout for waste and step footing good? Please see the drawing attached

### ANSWER

All disciplines find waste and step footings acceptable. See comments below:

The alignment is acceptable. Please refer to response in the previous RFI. -Mauricio Castro, VCA 11/03/17

Structural takes no exception to the revised pipe layout. Ensure that details 1/S-400A and 10/S-400A are followed for any pipes at footings. DY/NC 11/02/17

Location and invert elevation from the building is acceptable. CEOR to review piping outside the building. Vazgen Ohanian, CDME 11/02/17

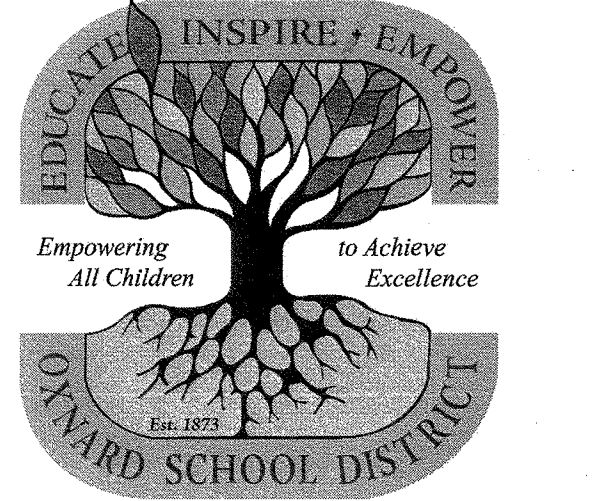
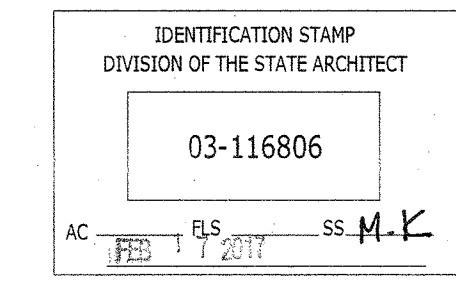
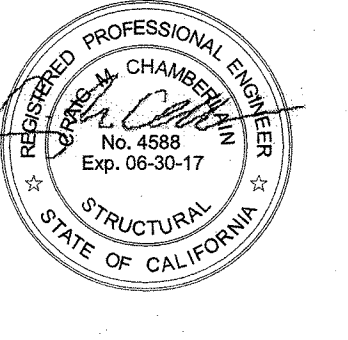
Jose Arche, CSDA 11/06/17

Response Provided By: \_\_\_\_\_  
 Name Company Date

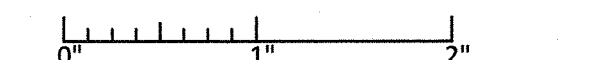
**Question Initiated By:** William Van Zee - Bernards

**Submitted By:** William Van Zee - Bernards





NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
4	DSA SUBMITTAL	11/10/16
5	DSA SUBMITTAL	02/06/17



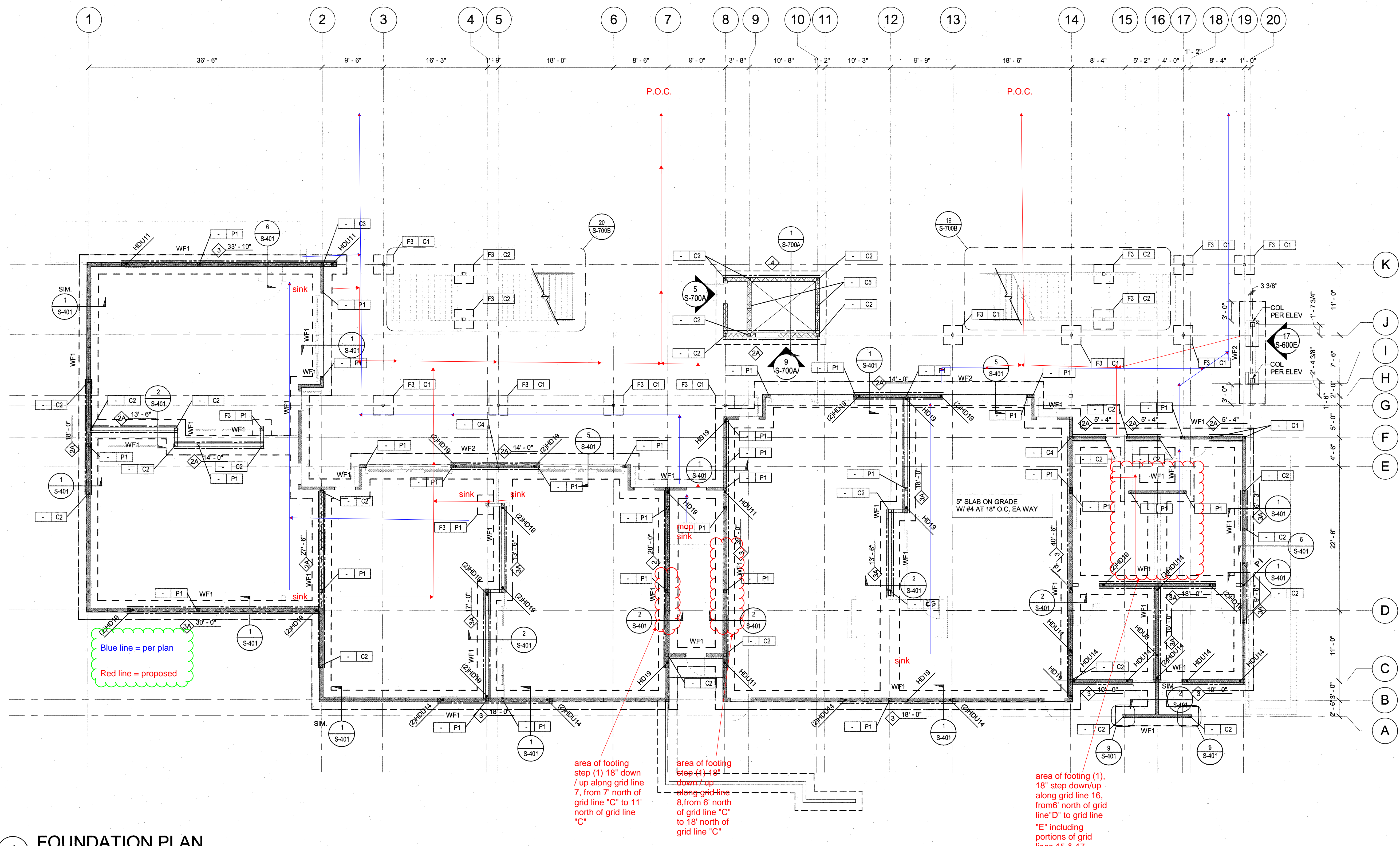
FOUNDATION PLAN NOTES

- SEE SHEET S-100 SERIES FOR STRUCTURAL NOTES.  
SEE SHEET S-400 SERIES FOR TYPICAL CONCRETE DETAILS.  
SEE SHEET S-500 SERIES FOR TYPICAL STEEL DETAILS.
- TOP OF SLAB ON GRADE = 0'-0" UNO
- TOP OF FOOTING SHALL BE -1'-0" BELOW TOP OF SLAB OR FINISH GRADE, UNO
- S.A.D. FOR DIMENSIONS, ELEVATIONS, SLOPES, CURBS, STEPS, AND PADS NOTED ON PLAN.
- COORDINATE LOCATION OF SLAB STEPS AND DEPRESSIONS WITH ARCHITECTURAL DRAWINGS.
- CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- ALL FOUNDATION EXCAVATIONS MUST BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF REINFORCING STEEL.
- PRIOR TO THE CONTRACTOR REQUESTING A BUILDING DEPARTMENT INSPECTION, THE SOILS ENGINEER SHALL ADVISE THE BUILDING OFFICIAL IN WRITING THAT:
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  - THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED AND COMPACTED, AND
  - THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE SOILS REPORT.
- TYPICAL SLAB ON GRADE: 5" THICK W/ #4 AT 18" O.C. EA WAY FOR UNDERLAYMENT SEE 14S-400A
- SEE 15S-400A AND SOILS REPORT FOR MINIMUM OVER-EXCAVATION SECTIONS
- |    |    |  |
|----|----|--|
| XX | XX | COLUMNPOST SIZE - SEE BELOW            |
|    |    | P1 6X6 DF POST                         |
|    |    | P2 7X7 PSL 1.8E POST                   |
|    |    | C1 HSS100X100X1/8 COLUMN (ROUND)       |
|    |    | C2 HSS5X5X1/4 COLUMN                   |
|    |    | C3 HSS7X5X1/2 COLUMN                   |
|    |    | C4 HSS10X6X1/2 COLUMN                  |
|    |    | C5 HSS7X7X3/8 GUIDERAIL SUPPORT COLUMN |

SEE DETAIL 13S-700 FOR COLUMNS IN WOOD WALLS.  
SEE DETAIL 18S-401 FOR BASEPLATE.
- FOOTING TYPE PER SCHEDULE 20S-401
- WALL LEGEND**

	2X8 WALLS
	2X6 WALLS
	DENOTES CONTINUOUS FOOTING. SEE SCHEDULE ON 20S-401 FOR FOOTING SIZE AND REINFORCEMENT
	DENOTES 6" (MIN) HIGH CONCRETE CURB
	DENOTES BEARING AND / OR SHEARWALL FOOTING
- DENOTES PLYWOOD PANEL LENGTH, WHERE ACTUAL WALL IS LONGER THAN MINIMUM SPECIFIED ON PLAN, EXTEND SHEARWALL PANEL & HOLD-DOWNS ACCORDINGLY.

DENOTES SHEARWALL TYPE. SEE 7S-600 FOR SHEARWALL SCHEDULE
- DENOTES HOLD-DOWN TYPE AND POST. SEE DETAIL 8S-600
- ALL EXTERIOR STUD WALLS (INCLUDING NON-SHEARWALLS) SHALL BE COVERED W/ MIN 1/2" THICK STRUCT 1 PLYWOOD FOR ARCH'L FINISH. OUTSIDE FACE OF PLYWOOD SHALL BE FLUSH WITH OUTSIDE FACE OF CONCRETE CURB. USE #4 NAILS AT 6" O.C. (EDGE) & 12" O.C. (FIELD) FOR ALL PLYWOOD UNO
- CONTRACTOR SHALL COORDINATE AND LOCATE ALL DUCT, PIPE, CONDUIT, ETC PENETRATIONS THRU WALLS AND FOOTINGS AND PROVIDE THE ASSOCIATED FRAMING AND FOUNDATION CONDITIONS PER THE TYPICAL DETAILS.
- ALL WALL FOOTING TO BE WF1 TYP. UNO.



**1 FOUNDATION PLAN**  
SCALE: 1/8" = 1'-0"







## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

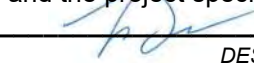
This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner:	DSA File #: -
Project Name/School:	DSA App. #: -

APPLICANT		
CCD Cat. <input type="checkbox"/> A / <input type="checkbox"/> B, #:	Date Submitted:	Attached Pages?: <input type="checkbox"/> No <input type="checkbox"/> Yes ( _____ pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name:	Contact Name:	
Email:	Phone Number:	
Address:		
City:	State:	Zip:
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge:	
Professional License #:	Discipline:

**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:**  \_\_\_\_\_  
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

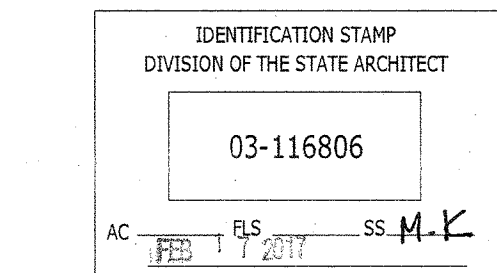
**CHECK THIS BOX:**  To confirm that **all** CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):

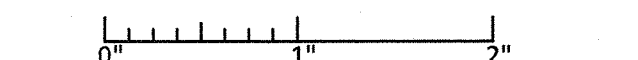
List of DSA approved drawings affected by this CCD:

DSA USE ONLY		APPROVED <span style="color: red;">chlin</span>	
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		DATE <u>11/16/2017</u>	
ACS _____ Date _____ Approved / Disapproved / Not Req'd		Appl. No: 03-116806_140_08_SSS.pdf	
Remarks _____			





NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
4	DSA SUBMITTAL	11/10/16
5	DSA SUBMITTAL	02/06/17



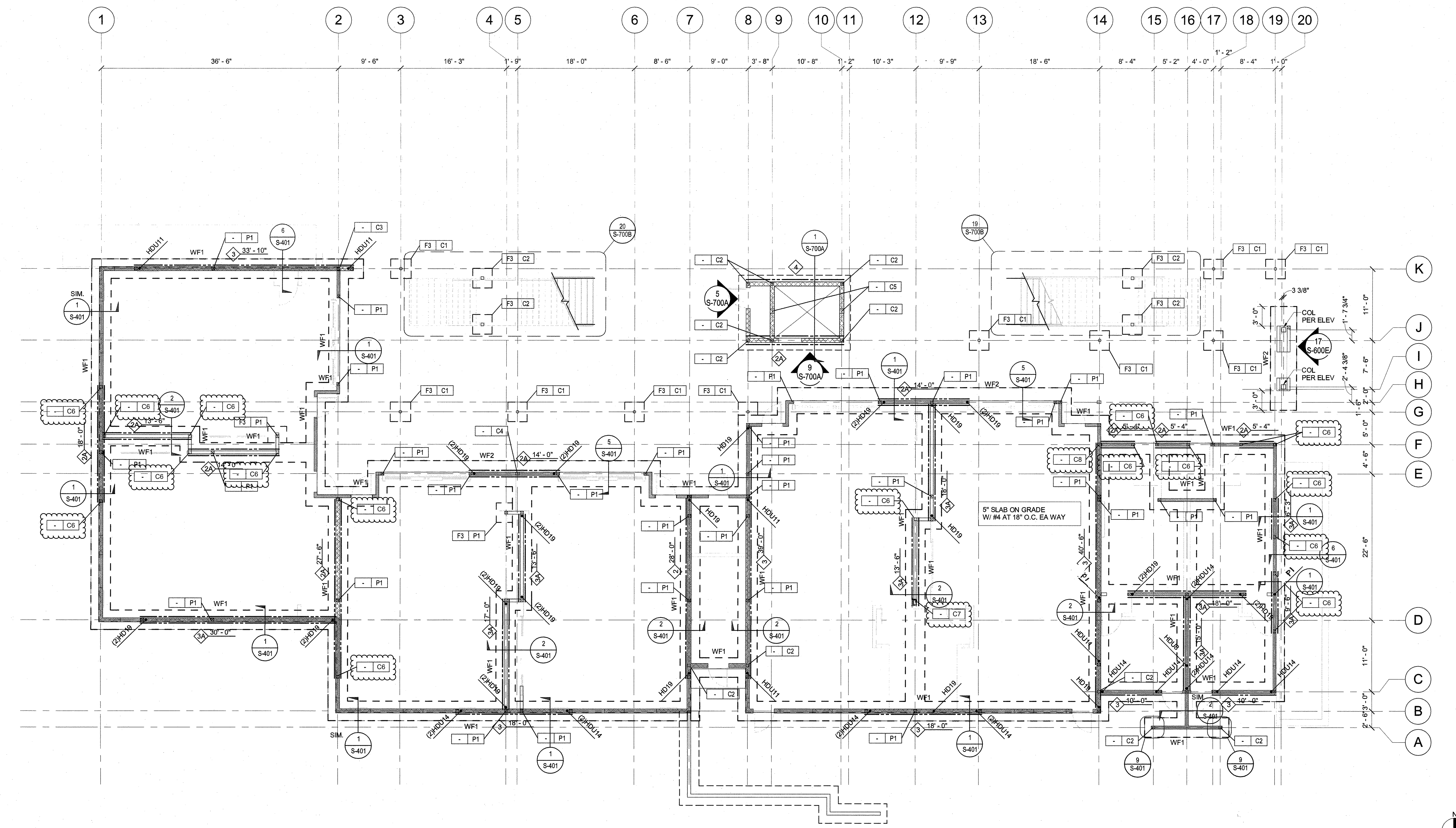
FOUNDATION PLAN NOTES

- SEE SHEET S-100 SERIES FOR STRUCTURAL NOTES.  
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- SEE 15S-400A AND SOILS REPORT FOR MINIMUM OVER-EXCAVATION SECTIONS
- |    |  |
|----|--|
| XX | COLUMN POST SIZE - SEE BELOW                 |
| P1 | 6X6 DF POST                                  |
| P2 | 7X7 PSL 1.8E POST                            |
| C1 | HSS100X100.760 COLUMN (ROUND)                |
| C2 | HSS5X5X1/4 COLUMN                            |
| C3 | HSS7X7X1/2 COLUMN                            |
| C4 | HSS10X10X1/2 COLUMN                          |
| C5 | HSS12X12X3/8 COLUMN                          |
| C6 | HSS5X5X1/4 COLUMN PER DETAIL SSK-CCD008-03   |
| C7 | HSS7X7X1/4 COLUMN PER DETAIL SSK-CCD008-03   |
| C8 | HSS10X10X1/4 COLUMN PER DETAIL SSK-CCD008-03 |

SEE DETAIL 13S-700 FOR COLUMNS IN WOOD WALLS.  
SEE DETAIL 18S-401 FOR BASEPLATE.

FOOTING TYPE PER SCHEDULE 20S-401
- WALL LEGEND**

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  - 2X6 WALLS
  - DENOTES CONTINUOUS FOOTING. SEE SCHEDULE ON 20S-401 FOR FOOTING SIZE AND REINFORCEMENT
  - DENOTES 6" (MIN) HIGH CONCRETE CURB
  - DENOTES BEARING AND / OR SHEARWALL FOOTING
  - DENOTES PLYWOOD PANEL LENGTH. WHERE ACTUAL WALL IS LONGER THAN MINIMUM SPECIFIED ON PLAN, EXTEND SHEARW PANEL & HOLDDOWNS ACCORDINGLY.
  - DENOTES SHEARWALL TYPE. SEE 7S-600 FOR SHEARWALL SCHEDULE
  - DENOTES HOLDOWN TYPE AND POST. SEE DETAIL 8S-600
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- ALL WALL FOOTING TO BE WF1 TYP. UNO.



**1 FOUNDATION PLAN**  
SCALE: 1/8" = 1'-0"

**APPROVED**  
DIV. OF THE STATE ARCHITECT  
LOS ANGELES REGIONAL OFFICE  
DATE 11/16/2017  
Appl. No: 03-116806\_140\_08\_SSS.pdf

Description of change:  
Revised plan sheet to show locations where supplemental reinforcement is required to prevent concrete break-out.  
referenced drawings/details: S-211, 17 and 18/S-401, 20/S-600






**SSK-CCD008-01**

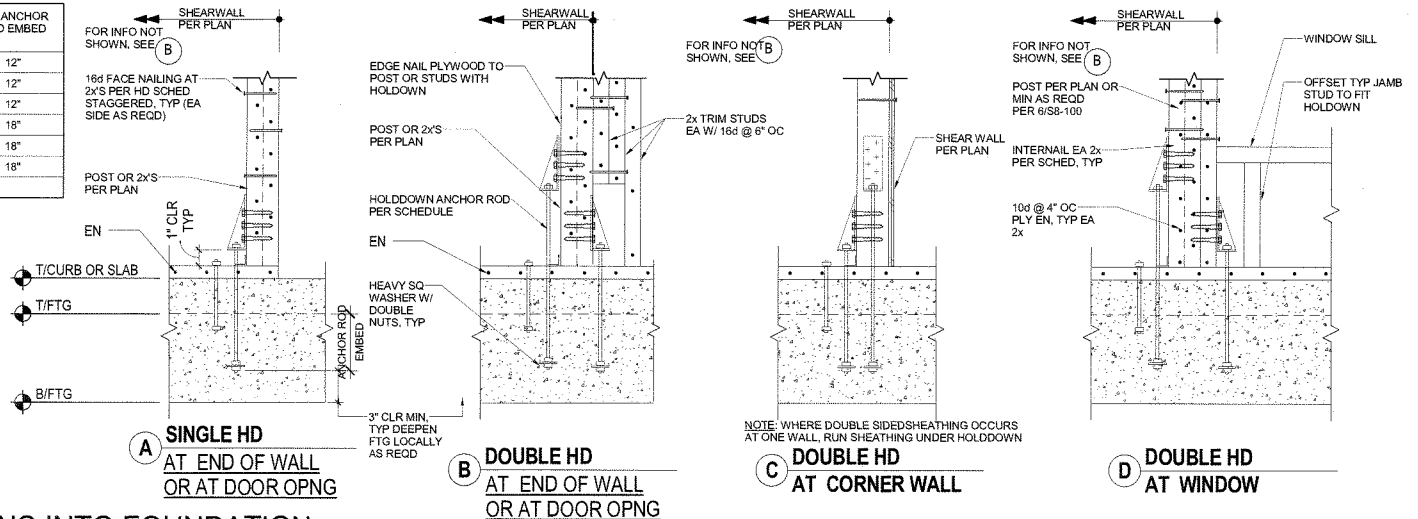


HOLDOWN (1)(2)(3)	POST SIZE UON	MIN ANCHOR ROD DIA	MIN ANCHOR ROD EMBED
HDU4-SD2.5	2-2x SW	5/8"	12"
HDU5-SD2.5	3-2x SW	5/8"	12"
HDU8-SD2.5	3-2x SW	7/8"	12"
HDU11-SD2.5	4-2x SW	1"	18"
HDU14-SD2.5	1-6x	1"	18"
HD19	1-6x	1-1/4"	18"

SW = STUD WIDTH

**NOTE:**

- SEE PLAN FOR SIZES & LOCATIONS OF HOLDOWNS.
- FOR HD AT WALL INTERSECTIONS SEE  & 
- FOLLOW ALL MANUFACTURER'S GUIDELINES NECESSARY TO ACHIEVE FULL ICC DESIGN VALUES.
- SEE  FOR HOLDOWNS AT FLOOR LEVEL.
- AT MULTIPLE 2x HOLDOWN POST CONDITION, INTERNAL STUDS W/ STAGGERED 16d @ 6" OC, UON
- FOR DOUBLE HOLDOWN POST AT CORNER WALL PROVIDE A SOLID SAWN POST IN LIEU OF MULTIPLE 2x POST
- FOR HDU'S ABOVE HSS COLUMNS SEE 
- FOR HD19 OR (2)HDU11 AND GREATER SEE DETAIL 



20

**SHEAR WALL HOLDOWNS INTO FOUNDATION**

1 1/2" = 1'-0"

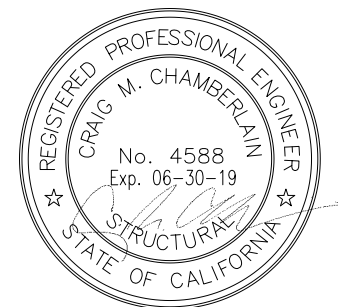
**REVISED DETAIL**

**Description of change:**

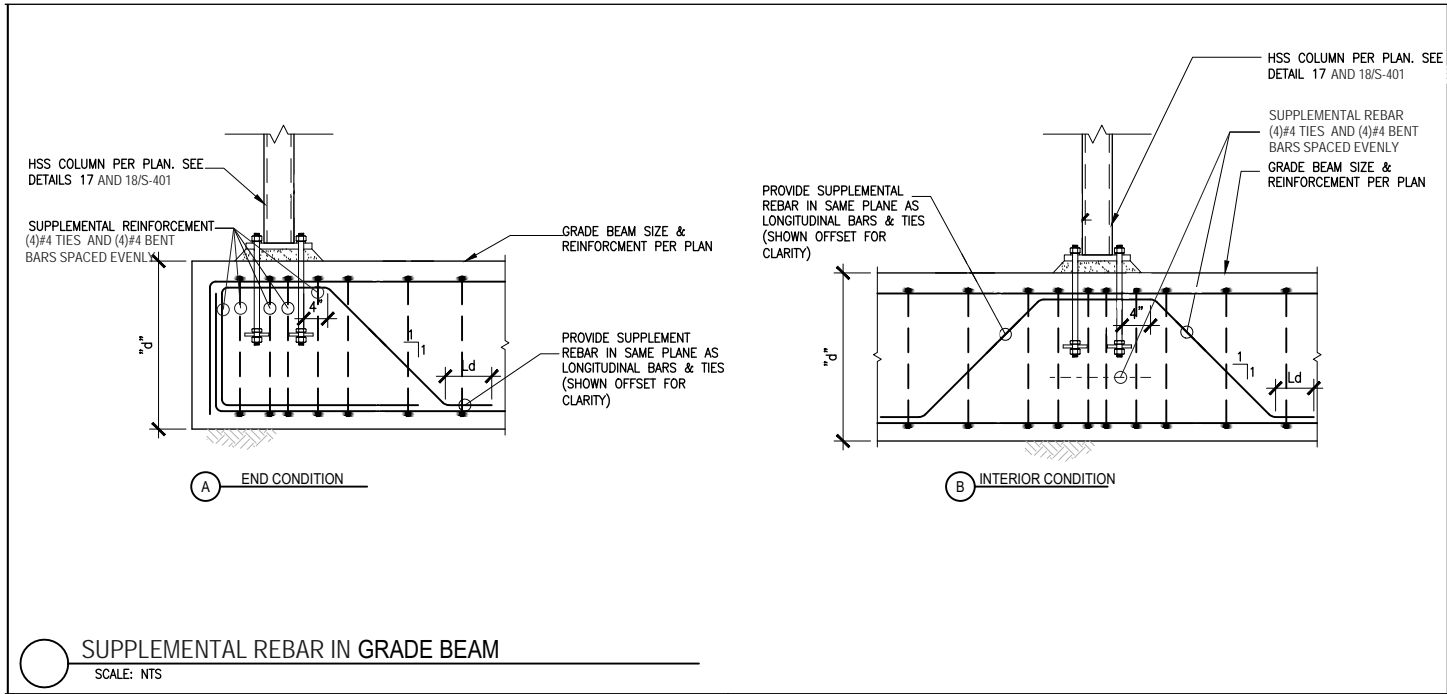
Revised detail to show supplemental reinforcement to prevent concrete break-out at locations of high loading.

referenced drawings/details: 20/S-600

**DSA** APPROVED chiin  
 DIV. OF THE STATE ARCHITECT  
 LOS ANGELES REGIONAL OFFICE  
 DATE 11/16/2017  
 Appl. No: 03-116806\_140\_08\_SSS.pdf



CSDA PROJECT#: 1309001	SHEET: 2 OF 34	<b>NISHKIAN CHAMBERLAIN</b> CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919 NC PROJECT #: 422400	<b>CSDA</b> DESIGN GROUP
VAN HORN COMMUNITY CENTER FOR STUDENT SUPPORT 2900 321st Avenue, Ste. Placoma, CA 953036	DRAWING REFERENCE: 20/S-600 SCALE: NTS DATE: 11/02/2017		
<b>DSA A# 03-115805</b>	Title of sheet <b>REVISED DETAIL</b>	<b>CCD # 008</b>	<b>SSK-CCD008-02</b>



**NEW DETAIL**

**Description of change:**  
 New detail to show supplemental reinforcement to prevent concrete break-out at locations of high loading.

referenced drawings/details: S-211, 20/S-600, 17 and 18/S-401

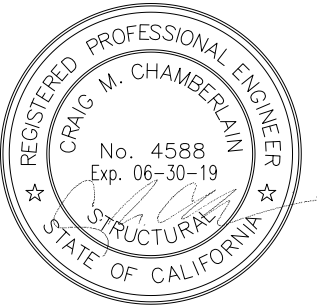
**DSA** chlin

**APPROVED**

DIV. OF THE STATE ARCHITECT  
 LOS ANGELES REGIONAL OFFICE

DATE 11/16/2017

Appl. No: 03-116806\_140\_08\_SSS.pdf



CSDA PROJECT#: 1309001

VAN CHINA COMMUNITY CENTER FOR STEM SUPPORT  
 29003215 Pasadena St, Pasadena, CA 91103

SHEET: 3 OF 34

DRAWING REFERENCE: S-211, 20/S-600, 17 and 18/S-401

SCALE: NTS

DATE: 11/02/2017

**NISHKIAN CHAMBERLAIN**

CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919

NC PROJECT #: 422400

**CSDA DESIGN GROUP**

**DSA A# 03-115805**

Title of sheet **NEW DETAIL**

**CCD # 008**

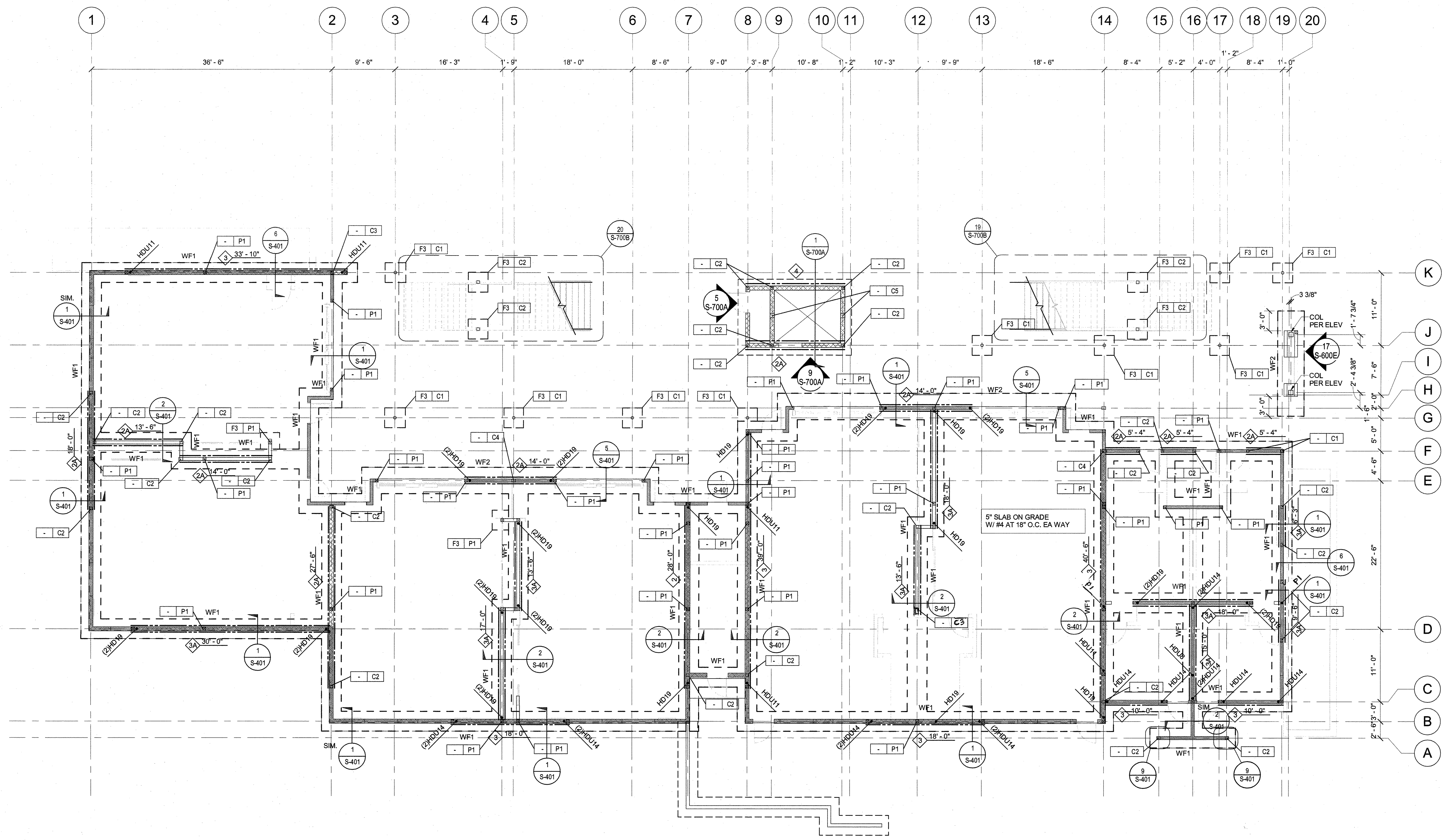
**SSK-D008-03**

- FOUNDATION PLAN NOTES**
- SEE SHEET S-100 SERIES FOR STRUCTURAL NOTES.  
SEE SHEET S-400 SERIES FOR TYPICAL CONCRETE DETAILS.  
SEE SHEET S-500 SERIES FOR TYPICAL STEEL DETAILS.
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  - SEE 15S-400A AND SOILS REPORT FOR MINIMUM OVER-EXCAVATION SECTIONS
  - COLUMNPOST SIZE - SEE BELOW

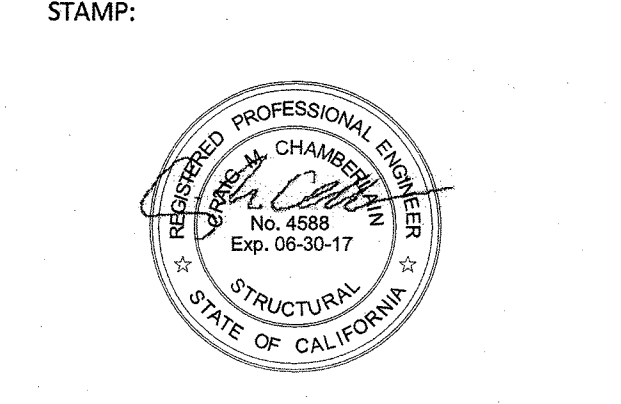
    - P1 6X6 DF POST
    - P2 7X7 PSL 1.8E POST
    - C1 HSS10X10X1/8 COLUMN (ROUND)
    - C2 HSS5X5X1/4 COLUMN
    - C3 HSS7X5X1/2 COLUMN
    - C4 HSS10X6X1/2 COLUMN
    - C5 HSS7X7X3/8 GUIDERAIL SUPPORT COLUMN

SEE DETAIL 13S-700 FOR COLUMNS IN WOOD WALLS.  
SEE DETAIL 18S-401 FOR BASEPLATE.
  - FOOTING TYPE PER SCHEDULE 20S-401
  - WALL LEGEND**

    - 2X8 WALLS
    - 2X6 WALLS
    - DENOTES CONTINUOUS FOOTING. SEE SCHEDULE ON 20S-401 FOR FOOTING SIZE AND REINFORCEMENT
    - DENOTES 6" (MIN) HIGH CONCRETE CURB
    - DENOTES BEARING AND / OR SHEARWALL FOOTING
    - DENOTES PLYWOOD PANEL LENGTH, WHERE ACTUAL WALL IS LONGER THAN MINIMUM SPECIFIED ON PLAN, EXTEND SHEAR PANEL & HOLDDOWNS ACCORDINGLY.
    - DENOTES SHEARWALL TYPE. SEE 7S-600 FOR SHEARWALL SCHEDULE
    - DENOTES HOLDOWN TYPE AND POST. SEE DETAIL 8S-600
    - ALL EXTERIOR STUD WALLS (INCLUDING NON-SHEARWALLS) SHALL BE COVERED W/ MIN 1/2" THICK STRUCT I PLYWOOD FOR ARCH'L FINISH. OUTSIDE FACE OF PLYWOOD SHALL BE FLUSH WITH OUTSIDE FACE OF CONCRETE CURB. USE #4 NAILS AT 6" O.C. (EDGE) & 12" O.C. (FIELD) FOR ALL PLYWOOD UNO
    - CONTRACTOR SHALL COORDINATE AND LOCATE ALL DUCT, PIPE, CONDUIT, ETC PENETRATIONS THRU WALLS AND FOOTINGS AND PROVIDE THE ASSOCIATED FRAMING AND FOUNDATION CONDITIONS PER THE TYPICAL DETAILS.
    - ALL WALL FOOTING TO BE WF1 TYP. UNO.



1 FOUNDATION PLAN  
SCALE: 1/8" = 1'-0"



CONSULTANT:  
**NISHKIAN CHAMBERLAIN**  
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919  
3710 South Robertson Blvd, Suite 220  
Culver City, CA 90232  
Tel: (310) 853-7180

AUTHORITY APPROVAL:  
IDENTIFICATION STAMP  
DIVISION OF THE STATE ARCHITECT  
03-116806  
AC FEB 17 2017



PROJECT OWNER:  
**OXNARD SCHOOL DISTRICT**

1051 S. A Street  
OXNARD, CA 93030  
805.487.3918  
www.oxnardsd.org

PROJECT NAME:  
**MARSHALL NEW CLASSROOM BUILDING**

Enter address here

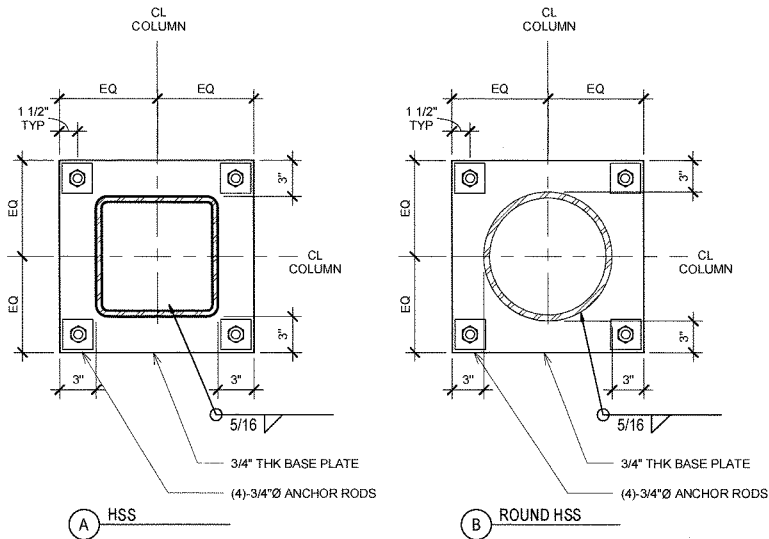
KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
4	DSA SUBMITTAL	11/10/16
5	DSA SUBMITTAL	02/06/17

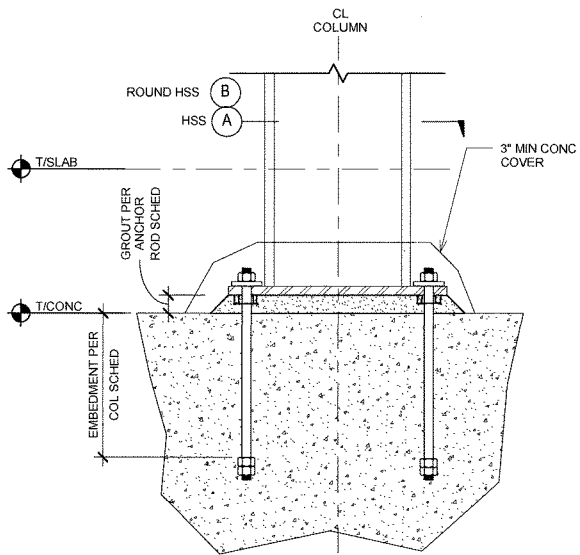
ORIGINAL SCALE:  
PROJECT NO.: 40340  
SHEET TITLE:

**FOUNDATION PLAN**

SHEET NO.:  
**S-211**

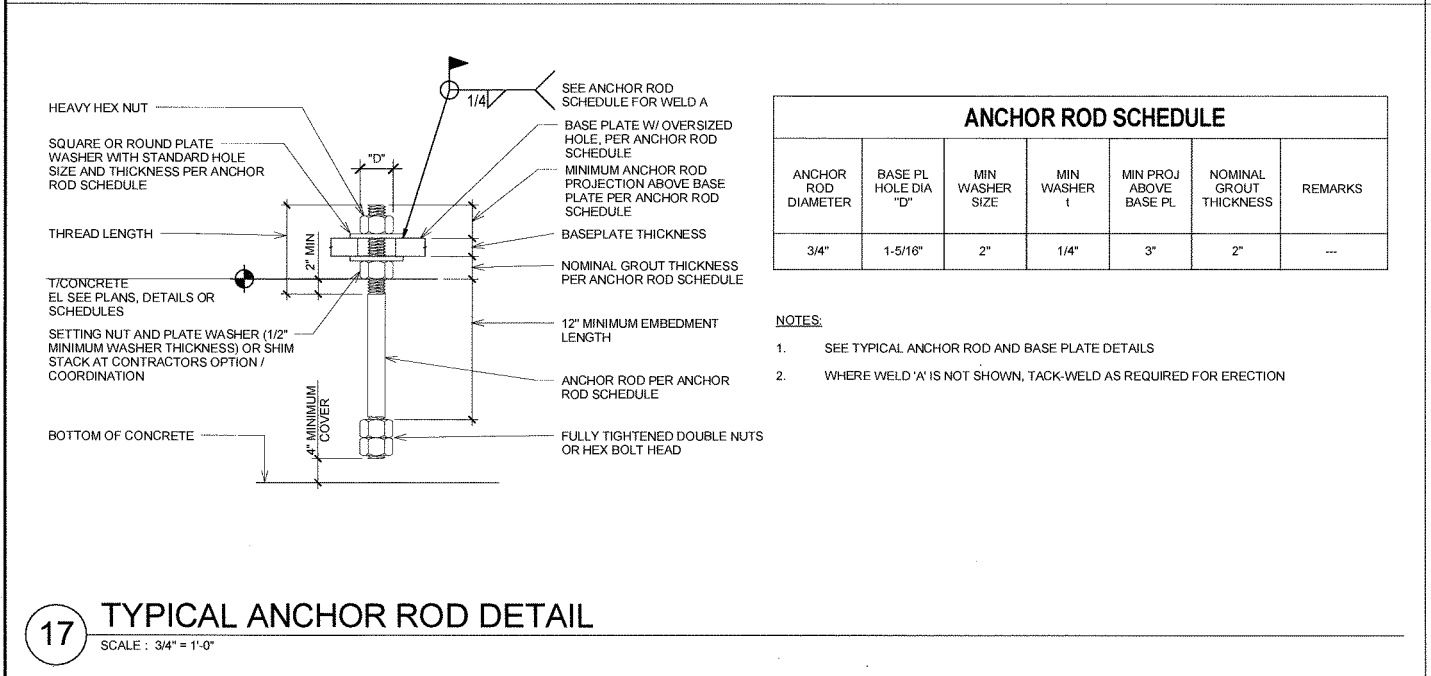


**NOTE:**  
 1. SEE TYPICAL ANCHOR ROD DETAIL FOR ANCHOR ROD, OVERSIZED HOLE AND WASHER REQUIREMENTS.



**18** TYPICAL BASE PLATE DETAIL  
 SCALE : 1 1/2" = 1'-0"

**DETAIL 18/S-401  
 (FROM DSA APPROVED PLANS)  
 FOR REFERENCE ONLY**



ANCHOR ROD SCHEDULE						
ANCHOR ROD DIAMETER	BASE PL HOLE DIA "D"	MIN WASHER SIZE	MIN WASHER t	MIN PROJ ABOVE BASE PL	NOMINAL GROUT THICKNESS	REMARKS
3/4"	1-5/16"	2"	1/4"	3"	2"	---

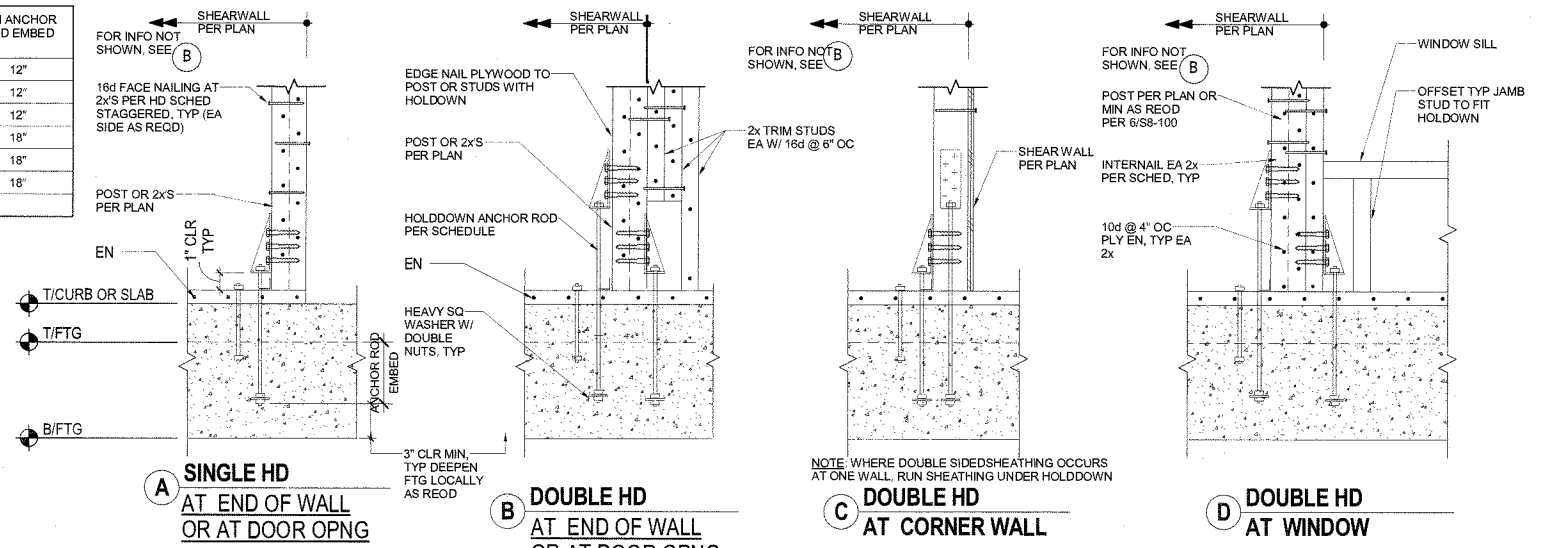
- NOTES:**
- SEE TYPICAL ANCHOR ROD AND BASE PLATE DETAILS
  - WHERE WELD 'A' IS NOT SHOWN, TACK-WELD AS REQUIRED FOR ERECTION

DETAIL 17/S-401  
 (FROM DSA APPROVED PLANS)  
 FOR REFERENCE ONLY

HOLDOWN (1)(2)(3)	POST SIZE UON	MIN ANCHOR ROD DIA	MIN ANCHOR ROD EMBED
HDU4-SD2.5	2-2x SW	5/8"	12"
HDU5-SD2.5	3-2x SW	5/8"	12"
HDU8-SD2.5	3-2x SW	7/8"	12"
HDU11-SD2.5	4-2x SW	1"	18"
HDU14-SD2.5	1-6x	1"	18"
HD19	1-6x	1-1/4"	18"

SW = STUD WIDTH

- NOTE:**
- SEE PLAN FOR SIZES & LOCATIONS OF HOLDOWNS
  - FOR HD AT WALL INTERSECTIONS SEE **17** & **18**
  - FOLLOW ALL MANUFACTURER'S GUIDELINES NECESSARY TO ACHIEVE FULL ICC DESIGN VALUES.
  - SEE **19** FOR HOLDOWNS AT FLOOR LEVEL
  - AT MULTIPLE 2x HOLDOWN POST CONDITION, INTERNAL STUDS W/ STAGGERED 16d @ 6" OC, UON
  - FOR DOUBLE HOLDOWN POST AT CORNER WALL PROVIDE A SOLID SAWN POST IN LIEU OF MULTIPLE 2x POST
  - FOR HDU'S ABOVE HSS COLUMNS SEE **15**



**20 SHEAR WALL HOLDOWNS INTO FOUNDATION**

1 1/2" = 1'-0"

DETAIL 20/S-600  
 (FROM DSA APPROVED PLANS)  
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A#03-116806  
CCD008  
SHEET 8 OF 34

ANCHORAGE DESIGN

DESIGN LOADS

HDU	ALLOWABLE TENSION (APP)	ALLOW. TENS (LRFD)	EMBED (PER ANCHER)	BEARING PLATE REQ'D?
HDU4	4565 <sup>lb</sup>	6591 <sup>lb</sup>	12"	YES
HDU5	5645 <sup>lb</sup>	7903 <sup>lb</sup>	12"	YES
HDU8	6765 <sup>lb</sup>	9471 <sup>lb</sup>	12"	YES
HDU11	1175 <sup>lb</sup>	15645 <sup>lb</sup>	10"	YES
HDU14	14445 <sup>lb</sup>	20223 <sup>lb</sup>	12"	YES
HDU19	14070 <sup>lb</sup>	24692 <sup>lb</sup>	18"	YES

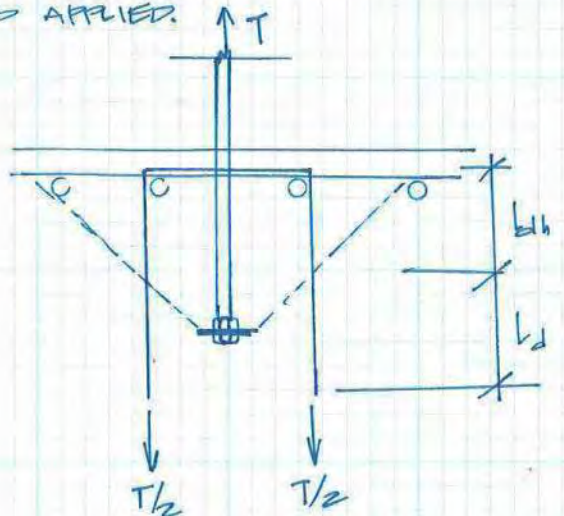
\*NOTE: DESIGN INTENT IS TO DETERMINE STRENGTH OF ANCHERS & ENSURE DUCTILE FAILURE (I.E STEEL STRENGTH < CONCRETE PULLOUT). THE USE OF "Ω" AS REQ'D PER APP. D § D.3.3.4 IS THUS AVOIDED.

APPLIC. BREAKOUT REINFORCEMENT

PER § D.5.2.9, ACI 318; REBAR CAN BE USED TO DETERMINE STRENGTH OF CONCRETE BREAK-OUT PROVIDED A REDUCTION OF 0.75 (φ) IS APPLIED.

NOTE: EFFECTIVE AREA IS THE AREA OF EACH BAR USED FOR REBAR

HDU	STEEL STRENGTH GOVERNS?	REBAR REQUIRED?	No. of BARS REQ'D
HDU4	Y	N	N/A
HDU5	Y	N	N/A
HDU8	Y	N	N/A
HDU11	Y	N	N/A
HDU14	Y	N	N/A
HDU19	Y	Y	(4)#5 BARS
5x5 COL	Y	Y	(4)#5 BARS GR.60







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A#03-116806  
CCD008  
SHEET 9 OF 34

**1. Project information**

Customer company:  
Customer contact name:  
Customer e-mail:  
Comment:



Project description:  
Location:  
Fastening description:

**2. Input Data & Anchor Parameters**

**General**

Design method: ACI 318-11  
Units: Imperial units

**Anchor Information:**

Anchor type: Cast-in-place  
Material: AB  
Diameter (inch): 0.625  
Effective Embedment depth,  $h_{ef}$  (inch): 12.000  
Anchor category: -  
Anchor ductility: Yes  
 $h_{min}$  (inch): 14.13  
 $C_{min}$  (inch): 3.75  
 $S_{min}$  (inch): 3.75

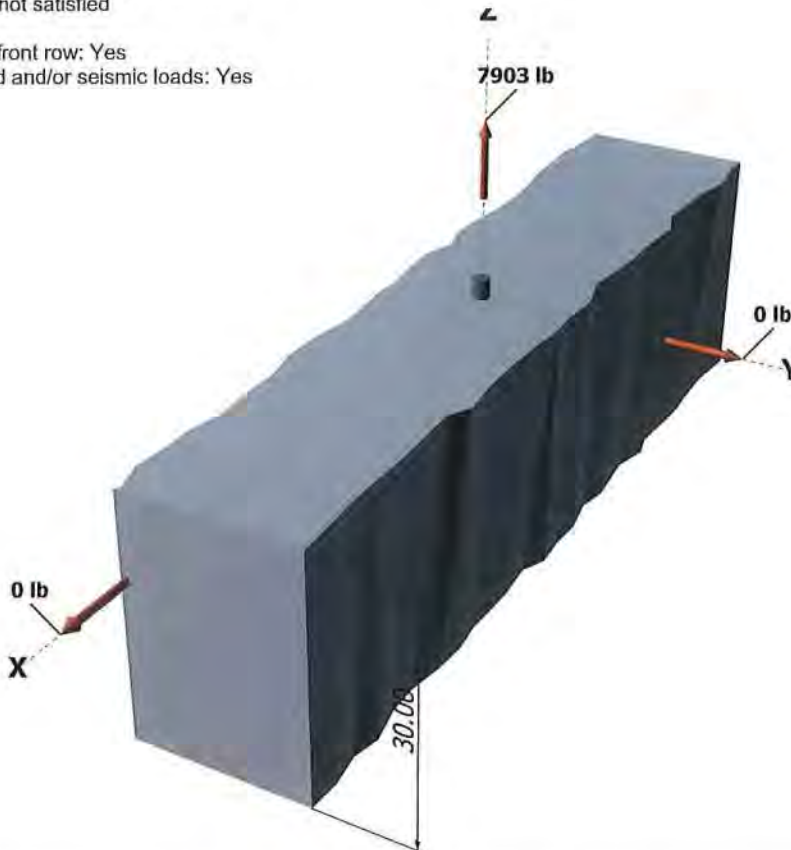
**Base Material**

Concrete: Normal-weight  
Concrete thickness,  $h$  (inch): 30.00  
State: Cracked  
Compressive strength,  $f_c$  (psi): 3000  
 $\Psi_{c,v}$ : 1.0  
Reinforcement condition: B tension, B shear  
Supplemental reinforcement: Not applicable  
Reinforcement provided at corners: No  
Do not evaluate concrete breakout in tension: No  
Do not evaluate concrete breakout in shear: No  
Ignore 6do requirement: No  
Build-up grout pad: No

**Load and Geometry**

Load factor source: ACI 318 Section 9.2  
Load combination: not set  
Seismic design: Yes  
Anchors subjected to sustained tension: Not applicable  
Ductility section for tension: D.3.3.4.2 not applicable  
Ductility section for shear: not satisfied  
 $\Omega_o$  factor: not set  
Apply entire shear load at front row: Yes  
Anchors only resisting wind and/or seismic loads: Yes

<Figure 1>



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

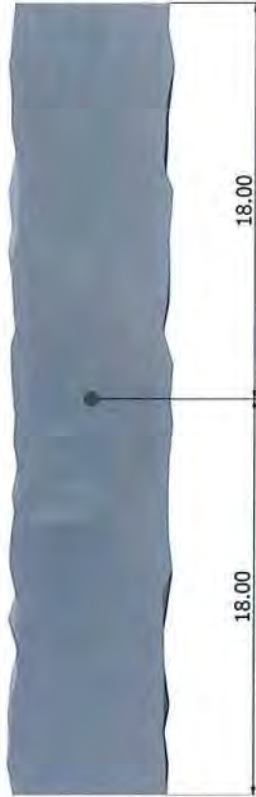


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A#03-116806  
CCD008  
SHEET 10 OF 34

<Figure 2>



**Recommended Anchor**

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB5 (5/8"Ø)





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Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	3/4
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### 3. Resulting Anchor Forces

Anchor	Tension load, N <sub>ua</sub> (lb)	Shear load x, V <sub>uax</sub> (lb)	Shear load y, V <sub>uay</sub> (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	7903.0	0.0	0.0	0.0
Sum	7903.0	0.0	0.0	0.0

Maximum concrete compression strain (%): 0.00  
 Maximum concrete compression stress (psi): 0  
 Resultant tension force (lb): 7903  
 Resultant compression force (lb): 0  
 Eccentricity of resultant tension forces in x-axis, e'<sub>Nx</sub> (inch): 0.00  
 Eccentricity of resultant tension forces in y-axis, e'<sub>Ny</sub> (inch): 0.00

A#03-116806  
CCD008  
SHEET 11 OF 34

### 4. Steel Strength of Anchor in Tension (Sec. D.5.1)

N <sub>sa</sub> (lb)	φ	φN <sub>sa</sub> (lb)
13100	0.75	9825

### 5. Concrete Breakout Strength of Anchor in Tension (Sec. D.5.2)

$$N_b = 16\lambda_a \sqrt{f_c} h_{ef}^{2/3} \text{ (Eq. D-7)}$$

λ <sub>a</sub>	f <sub>c</sub> (psi)	h <sub>ef</sub> (in)	N <sub>b</sub> (lb)
1.00	3000	12.000	55121

$$0.75\phi N_{cb} = 0.75\phi (A_{Nc} / A_{Nco}) \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b \text{ (Sec. D.4.1 \& Eq. D-3)}$$

A <sub>Nc</sub> (in <sup>2</sup> )	A <sub>Nco</sub> (in <sup>2</sup> )	c <sub>a,min</sub> (in)	Ψ <sub>ed,N</sub>	Ψ <sub>c,N</sub>	Ψ <sub>cp,N</sub>	N <sub>b</sub> (lb)	φ	0.75φN <sub>cb</sub> (lb)
1359.00	1296.00	18.00	1.000	1.00	1.000	55121	0.70	30345

### 6. Pullout Strength of Anchor in Tension (Sec. D.5.3)

$$0.75\phi N_{pn} = 0.75\phi \Psi_{c,P} N_p = 0.75\phi \Psi_{c,P} 8A_{brg} f_c \text{ (Sec. D.4.1, Eq. D-13 \& D-14)}$$

Ψ <sub>c,P</sub>	A <sub>brg</sub> (in <sup>2</sup> )	f <sub>c</sub> (psi)	φ	0.75φN <sub>pn</sub> (lb)
1.0	2.10	3000	0.70	26435

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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A#03-116806  
CCD008  
SHEET 12 OF 34

### 11. Results

#### Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, $N_{ua}$ (lb)	Design Strength, $\phi N_n$ (lb)	Ratio	Status
<b>Steel</b>	<b>7903</b>	<b>9825</b>	<b>0.80</b>	<b>Pass (Governs)</b>
Concrete breakout	7903	30345	0.26	Pass
Pullout	7903	26435	0.30	Pass

PAB5 (5/8"Ø) with hef = 12.000 inch meets the selected design criteria.

**OMEGA LEVEL LOADS NOT REQUIRED**

### 12. Warnings

- Per designer input, the tensile component of the strength-level earthquake force applied to anchors does not exceed 20 percent of the total factored anchor tensile force associated with the same load combination. Therefore the ductility requirements of ACI 318 D.3.3.4.3 for tension need not be satisfied – designer to verify.

- Designer must exercise own judgement to determine if this design is suitable.





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**1. Project information**

Customer company:  
Customer contact name:  
Customer e-mail:  
Comment:



Project description:  
Location:  
Fastening description:

A#03-116806  
CCD008  
SHEET 13 OF 34

**2. Input Data & Anchor Parameters**

**General**

Design method: ACI 318-11  
Units: Imperial units

**Anchor Information:**

Anchor type: Cast-in-place  
Material: AB  
Diameter (inch): 0.875  
Effective Embedment depth,  $h_{ef}$  (inch): 12.000  
Anchor category: -  
Anchor ductility: Yes  
 $h_{min}$  (inch): 14.38  
 $C_{min}$  (inch): 5.25  
 $S_{min}$  (inch): 5.25

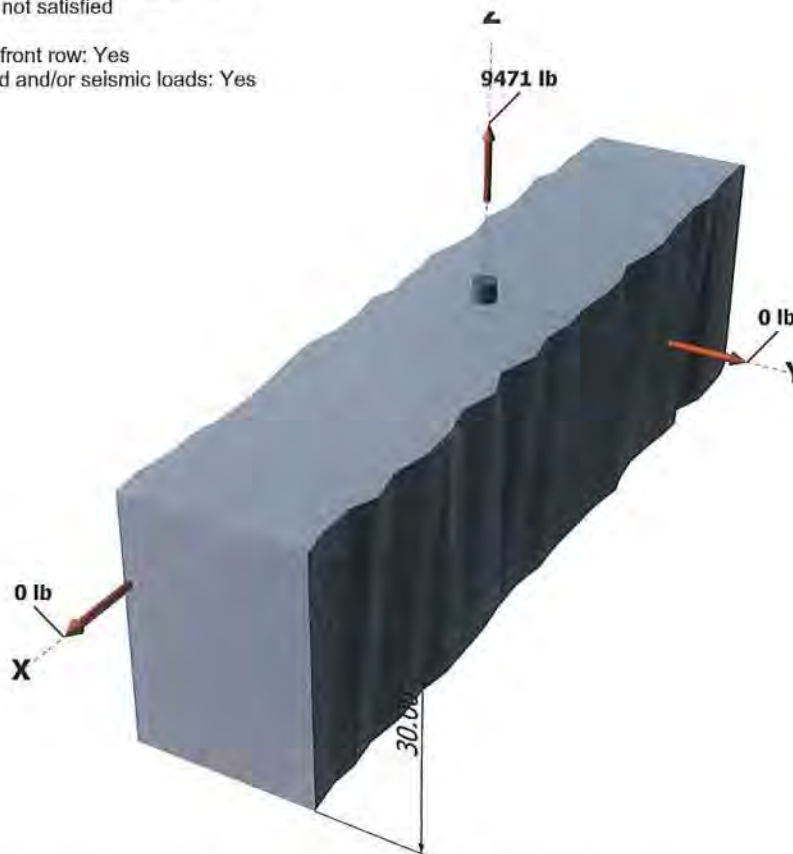
**Base Material**

Concrete: Normal-weight  
Concrete thickness,  $h$  (Inch): 30.00  
State: Cracked  
Compressive strength,  $f_c$  (psi): 3000  
 $\Psi_{e,v}$ : 1.0  
Reinforcement condition: B tension, B shear  
Supplemental reinforcement: Not applicable  
Reinforcement provided at corners: No  
Do not evaluate concrete breakout in tension: No  
Do not evaluate concrete breakout in shear: No  
Ignore 6do requirement: No  
Build-up grout pad: No

**Load and Geometry**

Load factor source: ACI 318 Section 9.2  
Load combination: not set  
Seismic design: Yes  
Anchors subjected to sustained tension: Not applicable  
Ductility section for tension: D.3.3.4.2 not applicable  
Ductility section for shear: not satisfied  
 $\Omega_a$  factor: not set  
Apply entire shear load at front row: Yes  
Anchors only resisting wind and/or seismic loads: Yes

<Figure 1>



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

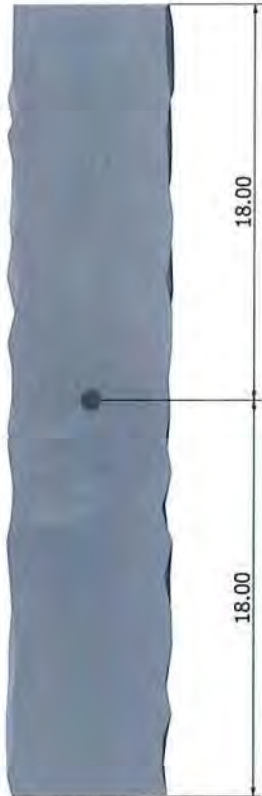


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Version 2.5.6163.2

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<Figure 2>

A#03-116806  
CCD008  
SHEET 14 OF 34



**Recommended Anchor**

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB7 (7/8"Ø)





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Software  
Version 2.5.6163.2

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	3/4
Project:			
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### 3. Resulting Anchor Forces

Anchor	Tension load, N <sub>ua</sub> (lb)	Shear load x, V <sub>uax</sub> (lb)	Shear load y, V <sub>uay</sub> (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	9471.0	0.0	0.0	0.0
Sum	9471.0	0.0	0.0	0.0

Maximum concrete compression strain (‰): 0.00  
 Maximum concrete compression stress (psi): 0  
 Resultant tension force (lb): 9471  
 Resultant compression force (lb): 0  
 Eccentricity of resultant tension forces in x-axis, e'<sub>Nx</sub> (inch): 0.00  
 Eccentricity of resultant tension forces in y-axis, e'<sub>Ny</sub> (inch): 0.00

A#03-116806  
 CCD008  
 SHEET 15 OF 34

### 4. Steel Strength of Anchor in Tension (Sec. D.5.1)

N <sub>sa</sub> (lb)	φ	φN <sub>sa</sub> (lb)
26795	0.75	20096

### 5. Concrete Breakout Strength of Anchor in Tension (Sec. D.5.2)

$$N_b = 16\lambda_a \sqrt{f_c} h_{ef}^{1.5} \text{ (Eq. D-7)}$$

λ <sub>a</sub>	f <sub>c</sub> (psi)	h <sub>ef</sub> (in)	N <sub>b</sub> (lb)
1.00	3000	12.000	55121

$$0.75\phi N_{cb} = 0.75\phi (A_{Nc} / A_{Nco}) \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \text{ (Sec. D.4.1 \& Eq. D-3)}$$

A <sub>Nc</sub> (in <sup>2</sup> )	A <sub>Nco</sub> (in <sup>2</sup> )	c <sub>a,min</sub> (in)	ψ <sub>ed,N</sub>	ψ <sub>c,N</sub>	ψ <sub>cp,N</sub>	N <sub>b</sub> (lb)	φ	0.75φN <sub>cb</sub> (lb)
1383.75	1296.00	18.00	1.000	1.00	1.000	55121	0.70	30898

### 6. Pullout Strength of Anchor in Tension (Sec. D.5.3)

$$0.75\phi N_{pn} = 0.75\phi \psi_{c,F} N_p = 0.75\phi \psi_{c,F} 8A_{brg} f_c \text{ (Sec. D.4.1, Eq. D-13 \& D-14)}$$

ψ <sub>c,F</sub>	A <sub>brg</sub> (in <sup>2</sup> )	f <sub>c</sub> (psi)	φ	0.75φN <sub>pn</sub> (lb)
1.0	4.07	3000	0.70	51219

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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A#03-116806  
CCD008  
SHEET 16 OF 34

### 11. Results

#### Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, $N_{ua}$ (lb)	Design Strength, $\phi N_n$ (lb)	Ratio	Status
<b>Steel</b>	<b>9471</b>	<b>20096</b>	<b>0.47</b>	<b>Pass (Governs)</b>
Concrete breakout	9471	30898	0.31	Pass
Pullout	9471	51219	0.18	Pass

PAB7 (7/8"Ø) with hef = 12.000 inch meets the selected design criteria.

**OMEGA LEVEL LOADS NOT REQUIRED**

### 12. Warnings

- Per designer input, the tensile component of the strength-level earthquake force applied to anchors does not exceed 20 percent of the total factored anchor tensile force associated with the same load combination. Therefore the ductility requirements of ACI 318 D.3.3.4.3 for tension need not be satisfied – designer to verify.

- Designer must exercise own judgement to determine if this design is suitable.





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**1. Project information**

Customer company:  
Customer contact name:  
Customer e-mail:  
Comment:

**HDU11**

Project description:  
Location:  
Fastening description:

A#03-116806  
CCD008  
SHEET 17 OF 34

**2. Input Data & Anchor Parameters**

**General**

Design method: ACI 318-11  
Units: Imperial units

**Anchor Information:**

Anchor type: Cast-in-place  
Material: AB  
Diameter (inch): 1.000  
Effective Embedment depth,  $h_{ef}$  (inch): 18.000  
Anchor category: -  
Anchor ductility: Yes  
 $h_{min}$  (inch): 20.63  
 $C_{min}$  (inch): 6.00  
 $S_{min}$  (inch): 6.00

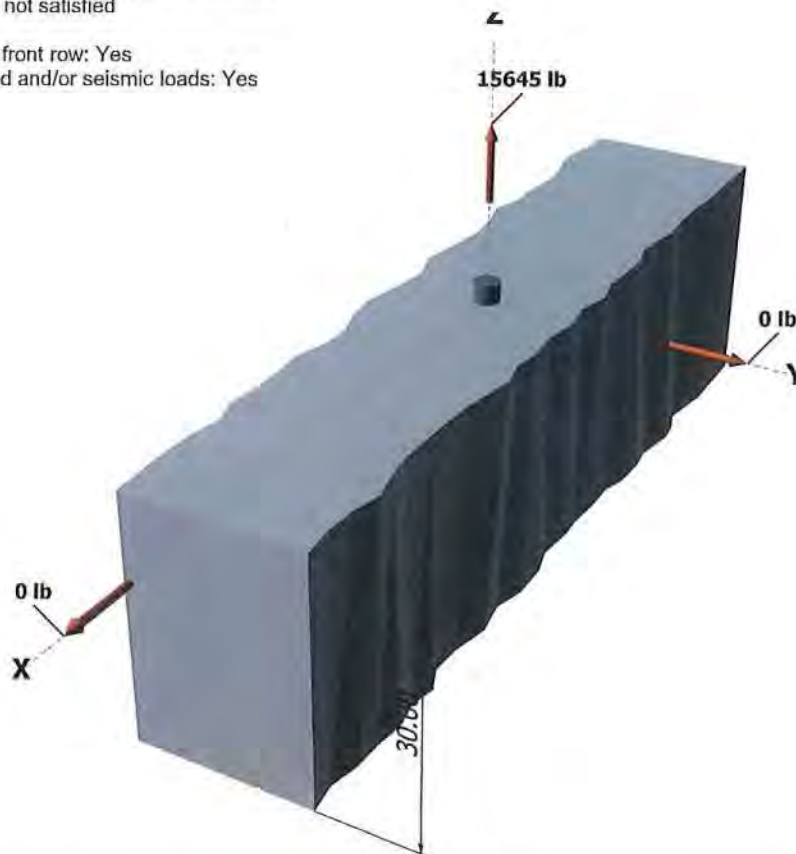
**Base Material**

Concrete: Normal-weight  
Concrete thickness,  $h$  (inch): 30.00  
State: Cracked  
Compressive strength,  $f_c$  (psi): 3000  
 $\Psi_{c,v}$ : 1.0  
Reinforcement condition: B tension, B shear  
Supplemental reinforcement: Not applicable  
Reinforcement provided at corners: No  
Do not evaluate concrete breakout in tension: No  
Do not evaluate concrete breakout in shear: No  
Ignore 6do requirement: No  
Build-up grout pad: No

**Load and Geometry**

Load factor source: ACI 318 Section 9.2  
Load combination: not set  
Seismic design: Yes  
Anchors subjected to sustained tension: Not applicable  
Ductility section for tension: D.3.3.4.3 (a) 3-6 is satisfied  
Ductility section for shear: not satisfied  
 $\Omega_0$  factor: not set  
Apply entire shear load at front row: Yes  
Anchors only resisting wind and/or seismic loads: Yes

<Figure 1>



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

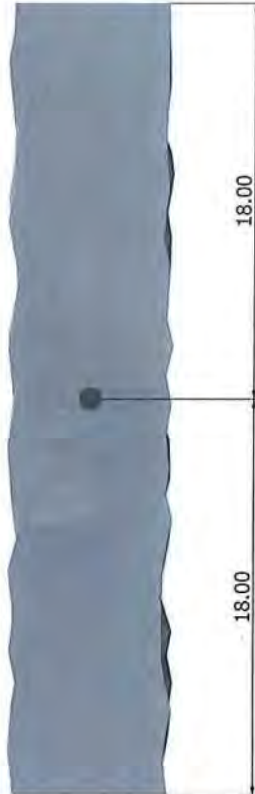


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<Figure 2>

A#03-116806  
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SHEET 18 OF 34



**Recommended Anchor**

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB8 (1"Ø)





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Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	3/4
Project:			
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Phone:	310-853-7180		
E-mail:			

### 3. Resulting Anchor Forces

Anchor	Tension load, N <sub>ua</sub> (lb)	Shear load x, V <sub>uax</sub> (lb)	Shear load y, V <sub>uay</sub> (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	15645.0	0.0	0.0	0.0
Sum	15645.0	0.0	0.0	0.0

Maximum concrete compression strain (‰): 0.00  
 Maximum concrete compression stress (psi): 0  
 Resultant tension force (lb): 15645  
 Resultant compression force (lb): 0  
 Eccentricity of resultant tension forces in x-axis, e'<sub>Nx</sub> (inch): 0.00  
 Eccentricity of resultant tension forces in y-axis, e'<sub>Ny</sub> (inch): 0.00

A#03-116806  
CCD008  
SHEET 19 OF 34

### 4. Steel Strength of Anchor in Tension (Sec. D.5.1)

N <sub>sa</sub> (lb)	φ	φN <sub>sa</sub> (lb)
35150	0.75	26363

### 5. Concrete Breakout Strength of Anchor in Tension (Sec. D.5.2)

$$N_b = 16\lambda_a \sqrt{f'_c} h_{ef}^{5/3} \text{ (Eq. D-7)}$$

λ <sub>a</sub>	f' <sub>c</sub> (psi)	h <sub>ef</sub> (in)	N <sub>b</sub> (lb)
1.00	3000	18.000	108343

$$0.75\phi N_{cb} = 0.75\phi (A_{Nc} / A_{Nco}) \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b \text{ (Sec. D.4.1 \& Eq. D-3)}$$

A <sub>Nc</sub> (in <sup>2</sup> )	A <sub>Nco</sub> (in <sup>2</sup> )	c <sub>a,min</sub> (in)	Ψ <sub>ed,N</sub>	Ψ <sub>c,N</sub>	Ψ <sub>cp,N</sub>	N <sub>b</sub> (lb)	φ	0.75φN <sub>cb</sub> (lb)
2043.00	2916.00	18.00	0.900	1.00	1.000	108343	0.70	35866

### 6. Pullout Strength of Anchor in Tension (Sec. D.5.3)

$$0.75\phi N_{pn} = 0.75\phi \Psi_{c,P} N_p = 0.75\phi \Psi_{c,P} 8A_{brg} f'_c \text{ (Sec. D.4.1, Eq. D-13 \& D-14)}$$

Ψ <sub>c,P</sub>	A <sub>brg</sub> (in <sup>2</sup> )	f' <sub>c</sub> (psi)	φ	0.75φN <sub>pn</sub> (lb)
1.0	5.15	3000	0.70	64940

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	4/4
Project:			
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Phone:	310-853-7180		
E-mail:			

A#03-116806  
CCD008  
SHEET 20 OF 34

### 11. Results

#### Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, $N_{ua}$ (lb)	Design Strength, $\phi N_n$ (lb)	Ratio	Status
<b>Steel</b>	<b>15645</b>	<b>26363</b>	<b>0.59</b>	<b>Pass (Governs)</b>
Concrete breakout	15645	35866	0.44	Pass
Pullout	15645	64940	0.24	Pass

PAB8 (1"Ø) with hef = 18.000 inch meets the selected design criteria.

**OMEGA LEVEL LOADS NOT REQUIRED**

### 12. Warnings

- Designer must exercise own judgement to determine if this design is suitable.





Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	1/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

**1. Project information**

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Comment:

**HDU14**

Project description:  
Location:  
Fastening description:

A#03-116806  
CCD008  
SHEET 21 OF 34

**2. Input Data & Anchor Parameters**

**General**

Design method: ACI 318-11  
Units: Imperial units

**Anchor Information:**

Anchor type: Cast-in-place  
Material: AB  
Diameter (inch): 1.000  
Effective Embedment depth,  $h_{ef}$  (inch): 18.000  
Anchor category: -  
Anchor ductility: Yes  
 $h_{min}$  (inch): 20.63  
 $C_{min}$  (inch): 6.00  
 $S_{min}$  (inch): 6.00

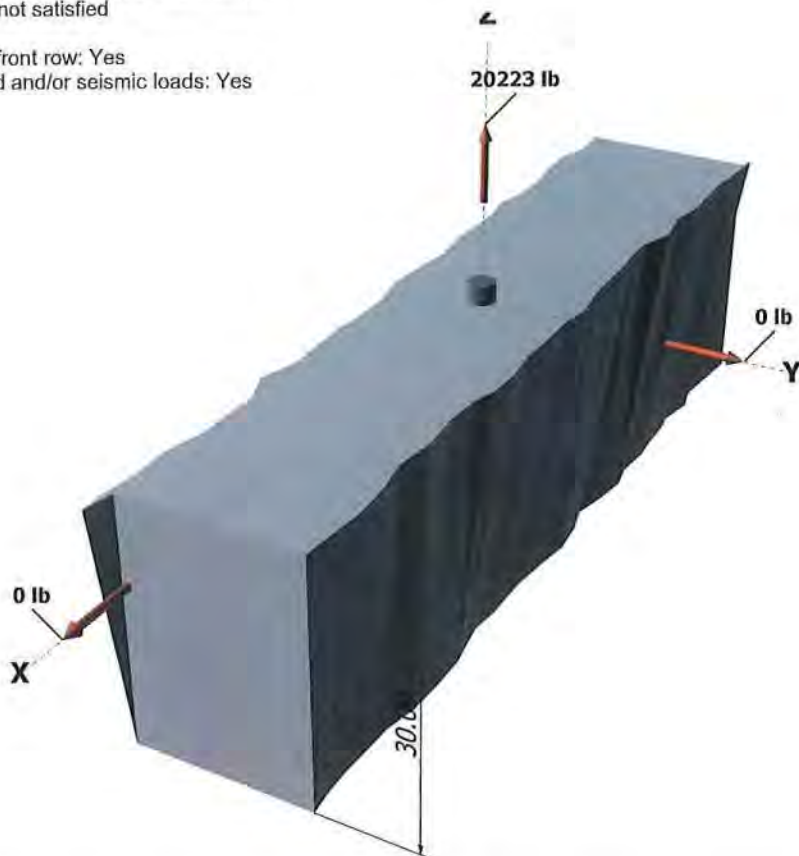
**Base Material**

Concrete: Normal-weight  
Concrete thickness,  $h$  (inch): 30.00  
State: Cracked  
Compressive strength,  $f_c$  (psi): 3000  
 $\Psi_{e,v}$ : 1.0  
Reinforcement condition: B tension, B shear  
Supplemental reinforcement: Not applicable  
Reinforcement provided at corners: No  
Do not evaluate concrete breakout in tension: No  
Do not evaluate concrete breakout in shear: No  
Ignore 6do requirement: No  
Build-up grout pad: No

**Load and Geometry**

Load factor source: ACI 318 Section 9.2  
Load combination: not set  
Seismic design: Yes  
Anchors subjected to sustained tension: Not applicable  
Ductility section for tension: D.3.3.4.3 (a) 3-6 is satisfied  
Ductility section for shear: not satisfied  
 $\Omega_o$  factor: not set  
Apply entire shear load at front row: Yes  
Anchors only resisting wind and/or seismic loads: Yes

<Figure 1>

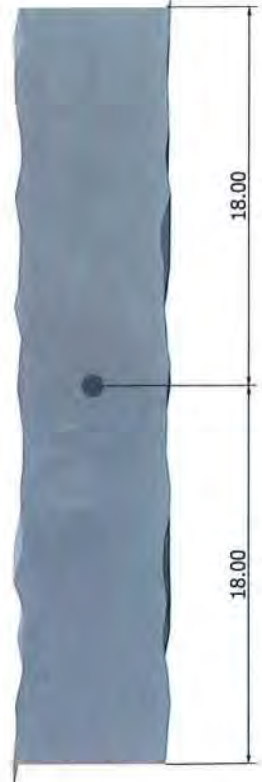


Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	2/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

<Figure 2>

A#03-116806  
CCD008  
SHEET 22 OF 34



**Recommended Anchor**

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB8 (1"Ø)





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Software  
Version 2.5.6163.2

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	3/4
Project:			
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E-mail:			

### 3. Resulting Anchor Forces

Anchor	Tension load, N <sub>ua</sub> (lb)	Shear load x, V <sub>uax</sub> (lb)	Shear load y, V <sub>uay</sub> (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	20223.0	0.0	0.0	0.0
Sum	20223.0	0.0	0.0	0.0

Maximum concrete compression strain (%): 0.00  
 Maximum concrete compression stress (psi): 0  
 Resultant tension force (lb): 20223  
 Resultant compression force (lb): 0  
 Eccentricity of resultant tension forces in x-axis, e'<sub>Nx</sub> (inch): 0.00  
 Eccentricity of resultant tension forces in y-axis, e'<sub>Ny</sub> (inch): 0.00

A#03-116806  
CCD008  
SHEET 23 OF 34

### 4. Steel Strength of Anchor in Tension (Sec. D.5.1)

N <sub>sa</sub> (lb)	φ	φN <sub>sa</sub> (lb)
35150	0.75	26363

### 5. Concrete Breakout Strength of Anchor in Tension (Sec. D.5.2)

$$N_b = 16\lambda_a \sqrt{f_c} h_{ef}^{5/3} \text{ (Eq. D-7)}$$

λ <sub>a</sub>	f <sub>c</sub> (psi)	h <sub>ef</sub> (in)	N <sub>b</sub> (lb)
1.00	3000	18,000	108343

$$0.75\phi N_{cb} = 0.75\phi (A_{Nc} / A_{Nco}) \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b \text{ (Sec. D.4.1 \& Eq. D-3)}$$

A <sub>Nc</sub> (in <sup>2</sup> )	A <sub>Nco</sub> (in <sup>2</sup> )	c <sub>a,min</sub> (in)	Ψ <sub>ed,N</sub>	Ψ <sub>c,N</sub>	Ψ <sub>cp,N</sub>	N <sub>b</sub> (lb)	φ	0.75φN <sub>cb</sub> (lb)
2043.00	2916.00	18.00	0.900	1.00	1.000	108343	0.70	35866

### 6. Pullout Strength of Anchor in Tension (Sec. D.5.3)

$$0.75\phi N_{pn} = 0.75\phi \Psi_{c,P} N_p = 0.75\phi \Psi_{c,P} 8A_{brg} f_c \text{ (Sec. D.4.1, Eq. D-13 \& D-14)}$$

Ψ <sub>c,P</sub>	A <sub>brg</sub> (in <sup>2</sup> )	f <sub>c</sub> (psi)	φ	0.75φN <sub>pn</sub> (lb)
1.0	5.15	3000	0.70	64940

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	4/4
Project:			
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Phone:	310-853-7180		
E-mail:			

A#03-116806  
CCD008  
SHEET 24 OF 34

### 11. Results

#### Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, $N_{ua}$ (lb)	Design Strength, $\phi N_n$ (lb)	Ratio	Status
<b>Steel</b>	<b>20223</b>	<b>26363</b>	<b>0.77</b>	<b>Pass (Governs)</b>
Concrete breakout	20223	35866	0.56	Pass
Pullout	20223	64940	0.31	Pass

PAB8 (1"Ø) with hef = 18.000 inch meets the selected design criteria.

**OMEGA LEVEL LOADS NOT REQUIRED**

### 12. Warnings

- Designer must exercise own judgement to determine if this design is suitable.





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Version 2.5.6163.2

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	1/4
Project:			
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**1. Project information**

Customer company:  
Customer contact name:  
Customer e-mail:  
Comment:

**HD19**

Project description:  
Location:  
Fastening description:

A#03-116806  
CCD008  
SHEET 25 OF 34

**2. Input Data & Anchor Parameters**

**General**

Design method: ACI 318-11  
Units: Imperial units

**Anchor Information:**

Anchor type: Cast-in-place  
Material: AB  
Diameter (inch): 1.250  
Effective Embedment depth,  $h_{ef}$  (inch): 18.000  
Anchor category: -  
Anchor ductility: Yes  
 $h_{min}$  (inch): 21.00  
 $C_{min}$  (inch): 7.50  
 $S_{min}$  (inch): 7.50

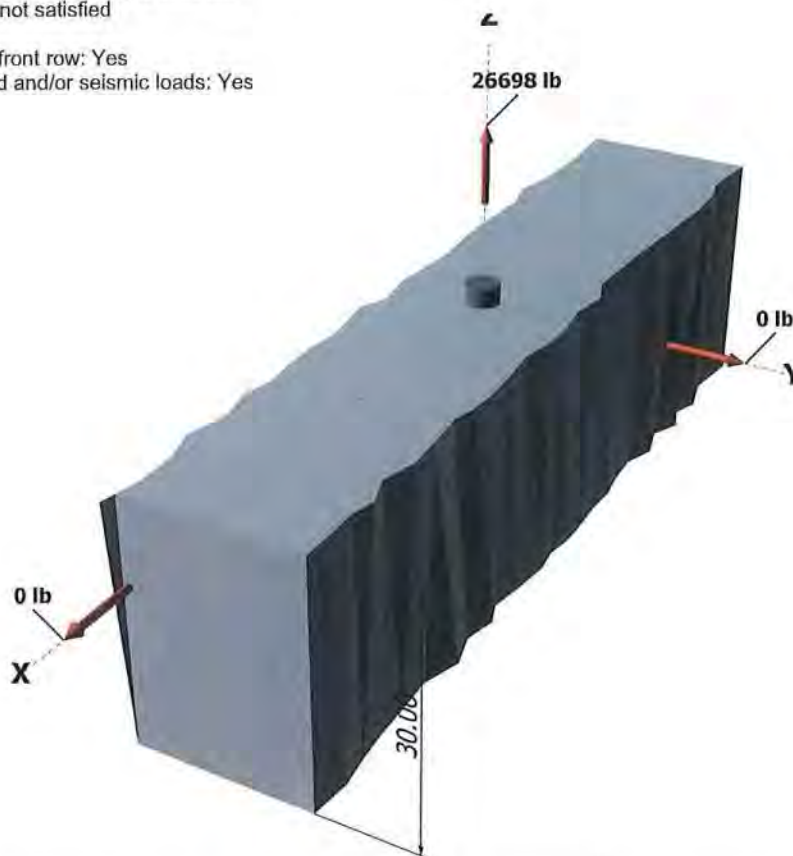
**Base Material**

Concrete: Normal-weight  
Concrete thickness,  $h$  (inch): 30.00  
State: Cracked  
Compressive strength,  $f'_c$  (psi): 3000  
 $\Psi_{e,v}$ : 1.0  
Reinforcement condition: B tension, B shear  
Supplemental reinforcement: Not applicable  
Reinforcement provided at corners: No  
Do not evaluate concrete breakout in tension: Yes  
Do not evaluate concrete breakout in shear: No  
Ignore  $\phi$ do requirement: No  
Build-up grout pad: No

**Load and Geometry**

Load factor source: ACI 318 Section 9.2  
Load combination: not set  
Seismic design: Yes  
Anchors subjected to sustained tension: Not applicable  
Ductility section for tension: D.3.3.4.3 (d) is satisfied  
Ductility section for shear: not satisfied  
 $\Omega_n$  factor: not set  
Apply entire shear load at front row: Yes  
Anchors only resisting wind and/or seismic loads: Yes

<Figure 1>



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

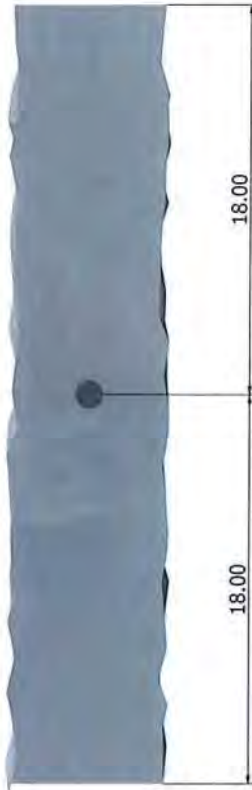


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Software  
Version 2.5.6163.2

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	2/4
Project:			
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E-mail:			

<Figure 2>

A#03-116806  
CCD008  
SHEET 26 OF 34



**Recommended Anchor**

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB10 (1 1/4"Ø)





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Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	3/4
Project:			
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E-mail:			

### 3. Resulting Anchor Forces

Anchor	Tension load, N <sub>ua</sub> (lb)	Shear load x, V <sub>uax</sub> (lb)	Shear load y, V <sub>uay</sub> (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	26698.0	0.0	0.0	0.0
Sum	26698.0	0.0	0.0	0.0

Maximum concrete compression strain (‰): 0.00  
 Maximum concrete compression stress (psi): 0  
 Resultant tension force (lb): 0  
 Resultant compression force (lb): 0  
 Eccentricity of resultant tension forces in x-axis, e'<sub>Nx</sub> (inch): 0.00  
 Eccentricity of resultant tension forces in y-axis, e'<sub>Ny</sub> (inch): 0.00

A#03-116806  
CCD008  
SHEET 27 OF 34

### 4. Steel Strength of Anchor in Tension (Sec. D.5.1)

N <sub>sa</sub> (lb)	φ	φN <sub>sa</sub> (lb)
56200	0.75	42150

### 6. Pullout Strength of Anchor in Tension (Sec. D.5.3)

$$0.75\phi N_{pn} = 0.75\phi Y_{c,P} N_p = 0.75\phi Y_{c,P} 8A_{brg} f'_c \text{ (Sec. D.4.1, Eq. D-13 \& D-14)}$$

Y <sub>c,P</sub>	A <sub>brg</sub> (in <sup>2</sup> )	f' <sub>c</sub> (psi)	φ	0.75φN <sub>pn</sub> (lb)
1.0	8.39	3000	0.70	105764

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	4/4
Project:			
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Phone:	310-853-7180		
E-mail:			

A#03-116806  
CCD008  
SHEET 28 OF 34

### 11. Results

#### Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, $N_{us}$ (lb)	Design Strength, $\phi N_n$ (lb)	Ratio	Status
<b>Steel</b>	<b>26698</b>	<b>42150</b>	<b>0.63</b>	<b>Pass (Governs)</b>
Pullout	26698	105764	0.25	Pass

PAB10 (1 1/4"Ø) with hef = 18.000 inch meets the selected design criteria.

**OMEGA LEVEL LOADS NOT REQUIRED.  
SUPPLEMENTAL REBAR REQUIRED.**

### 12. Warnings

- Concrete breakout strength in tension has not been evaluated against applied tension load(s) per designer option. Refer to ACI 318 Section D.4.2.1 for conditions where calculations of the concrete breakout strength may not be required.
- Per designer input, ductility requirements for tension have been determined to be satisfied – designer to verify.
- Designer must exercise own judgement to determine if this design is suitable.





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Version 2.5.6163.2

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	1/4
Project:			
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**1. Project Information**

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Customer contact name:  
Customer e-mail:  
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**HSS5x5x1/4**

Project description:  
Location:  
Fastening description:

A#03-116806  
CCD008  
SHEET 29 OF 34

**2. Input Data & Anchor Parameters**

**General**

Design method: ACI 318-11  
Units: Imperial units

**Anchor Information:**

Anchor type: Cast-in-place  
Material: AB  
Diameter (inch): 0.750  
Effective Embedment depth,  $h_{ef}$  (inch): 12.000  
Anchor category: -  
Anchor ductility: Yes  
 $h_{min}$  (inch): 14.25  
 $C_{min}$  (inch): 4.50  
 $S_{min}$  (inch): 4.50

**Load and Geometry**

Load factor source: ACI 318 Section 9.2  
Load combination: not set  
Seismic design: Yes  
Anchors subjected to sustained tension: Not applicable  
Ductility section for tension: D.3.3.4.3 (a) 3-6 is satisfied  
Ductility section for shear: not satisfied  
 $\Omega_0$  factor: not set  
Apply entire shear load at front row: Yes  
Anchors only resisting wind and/or seismic loads: Yes

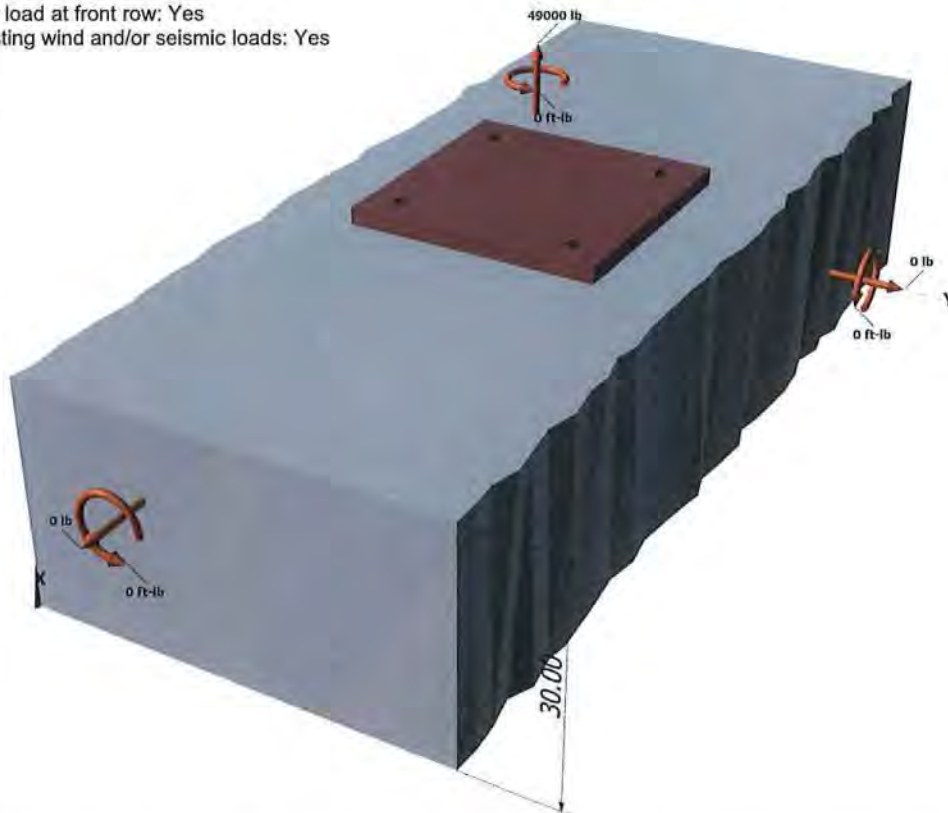
**Base Material**

Concrete: Normal-weight  
Concrete thickness,  $h$  (inch): 30.00  
State: Cracked  
Compressive strength,  $f'_c$  (psi): 3000  
 $\Psi_{c,v}$ : 1.0  
Reinforcement condition: B tension, B shear  
Supplemental reinforcement: Not applicable  
Reinforcement provided at corners: No  
Do not evaluate concrete breakout in tension: Yes  
Do not evaluate concrete breakout in shear: No  
Ignore 6do requirement: No  
Build-up grout pad: Yes

**Base Plate**

Length x Width x Thickness (inch): 11.00 x 11.00 x 0.75

<Figure 1>



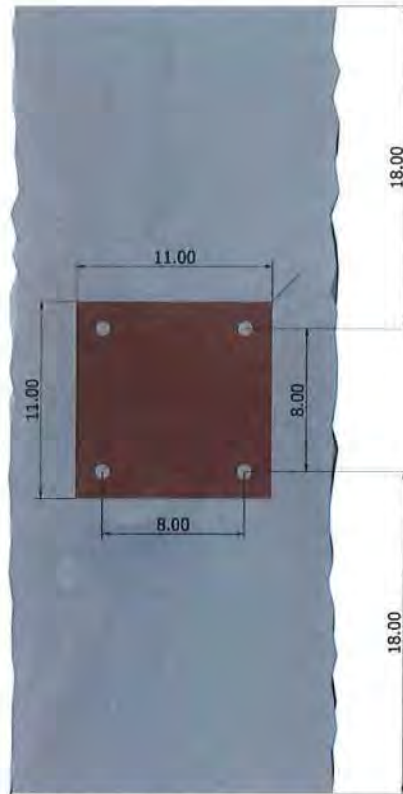


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Software  
Version 2.5.6163.2

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	2/4
Project:			
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E-mail:			

<Figure 2>

A#03-116806  
CCD008  
SHEET 30 OF 34



**Recommended Anchor**

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB6 (3/4"Ø)





Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	3/4
Project:			
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Phone:	310-853-7180		
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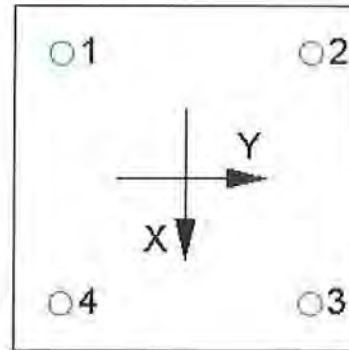
A#03-116806  
CCD008  
SHEET 31 OF 34

**3. Resulting Anchor Forces**

Anchor	Tension load, $N_{ua}$ (lb)	Shear load x, $V_{uax}$ (lb)	Shear load y, $V_{uay}$ (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	12250.0	0.0	0.0	0.0
2	12250.0	0.0	0.0	0.0
3	12250.0	0.0	0.0	0.0
4	12250.0	0.0	0.0	0.0
Sum	49000.0	0.0	0.0	0.0

Maximum concrete compression strain (%): 0.00  
 Maximum concrete compression stress (psi): 0  
 Resultant tension force (lb): 0  
 Resultant compression force (lb): 0  
 Eccentricity of resultant tension forces in x-axis,  $e'_{Nx}$  (inch): 0.00  
 Eccentricity of resultant tension forces in y-axis,  $e'_{Ny}$  (inch): 0.00

<Figure 3>



**4. Steel Strength of Anchor in Tension (Sec. D.5.1)**

$N_{sa}$ (lb)	$\phi$	$\phi N_{sa}$ (lb)
19370	0.75	14528

**6. Pullout Strength of Anchor in Tension (Sec. D.5.3)**

$0.75\phi N_{pn} = 0.75\phi \Psi_{c,P} N_p = 0.75\phi \Psi_{c,P} 8A_{brg} f_c$  (Sec. D.4.1, Eq. D-13 & D-14)

$\Psi_{c,P}$	$A_{brg}$ (in <sup>2</sup> )	$f_c$ (psi)	$\phi$	$0.75\phi N_{pn}$ (lb)
1.0	3.53	3000	0.70	44528

Company:	Nishkian Chamberlain	Date:	10/19/2017
Engineer:		Page:	4/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

A#03-116806  
 CCD008  
 SHEET 32 OF 34

**11. Results**

**Interaction of Tensile and Shear Forces (Sec. D.7)**

Tension	Factored Load, $N_{ua}$ (lb)	Design Strength, $\phi N_n$ (lb)	Ratio	Status
<b>Steel</b>	<b>12250</b>	<b>14528</b>	<b>0.84</b>	<b>Pass (Governs)</b>
Pullout	12250	44528	0.28	Pass

PAB6 (3/4"Ø) with hef = 12.000 inch meets the selected design criteria.

**OMEGA LEVEL LOADS NOT REQUIRED.  
 SUPPLEMENTAL REBAR REQUIRED.**

**12. Warnings**

- Concrete breakout strength in tension has not been evaluated against applied tension load(s) per designer option. Refer to ACI 318 Section D.4.2.1 for conditions where calculations of the concrete breakout strength may not be required.
- Designer must exercise own judgement to determine if this design is suitable.



TABLE 1B—ALLOWABLE TENSION LOADS AND DISPLACEMENTS FOR HDU SERIES HOLD-DOWN ASSEMBLIES<sup>1,2,3,4</sup>

A#03-116806  
 CCD008  
 SHEET 33 OF 34

HOLD-DOWN MODEL NO.	SDS SCREW SIZE (in.)	ALLOWABLE TENSION LOADS <sup>5</sup> , $P_{all}$ (lbs) $C_D = 1.33$ or $C_D = 1.6$						DISPLACEMENT $\Delta$ AT MAXIMUM LOAD <sup>6,9</sup> (in.)	
		Wood Member Thickness <sup>6</sup> (in.)						$\Delta_{all}$	$\Delta_s$
		3	3.5	4.5	5.5	7.25	5.5 <sup>(7)</sup>		
HDU2	1/4 x 1.5	1,810	1,810	1,810	1,810	1,810	1,810	0.069	0.090
	1/4 x 2.5	3,075	3,075	3,075	3,075	3,075	3,075	0.088	0.118
HDU4	1/4 x 1.5	3,105	3,105	3,105	3,105	3,105	3,105	0.083	0.108
	1/4 x 2.5	4,565	4,565	4,565	4,565	4,565	4,565	0.114	0.154
HDU5	1/4 x 1.5	3,960	3,960	3,960	3,960	3,960	3,960	0.109	0.142
	1/4 x 2.5	5,645	5,670	5,670	5,670	5,670	5,670	0.115	0.158
HDU8	1/4 x 1.5	5,980	5,980	5,980	5,980	5,980	5,980	0.087	0.115
	1/4 x 2.5	6,765	6,970	7,870	7,870	7,870	7,870	0.113	0.161
HDU11	1/4 x 2.5	—	—	—	9,535	11,175 <sup>(10)</sup>	11,175	0.137	0.182
HDU14	1/4 x 2.5	—	—	—	—	14,390 <sup>(10)</sup>	14,445	0.172	0.239

For SI: 1 inch = 25.4 mm, 1 lbs = 4.45 N.

<sup>1</sup>Tabulated allowable loads are for a hold-down assembly consisting of the hold-down device attached to a wood structural member with the size of SDS wood screws noted in the table. The quantity of SDS wood screws must comply with [Table 1A](#).

<sup>2</sup>The allowable loads for the hold-down assemblies are based on allowable stress design (ASD) and include the load duration factor,  $C_D$ , corresponding with wind/earthquake loading in accordance with the NDS. No further increase is allowed.

<sup>3</sup>When using the basic load combinations in accordance with IBC Section [1605.3.1](#), the tabulated allowable loads for the hold-down assembly must not be increased for wind or earthquake loading. When using the alternative basic load combinations in IBC Section [1605.3.2](#) that include wind or earthquake loads that tabulated allowable loads for the hold-down assembly must not be increased by 33 1/3 percent, nor can the alternative basic load combinations be reduced by a factor of 0.75.

<sup>4</sup>Anchorage to concrete or masonry must be determined in accordance with Section 4.1.3 of this report.

<sup>5</sup>The tabulated allowable (ASD) tension loads must be multiplied by 1.4 to obtain the strength-level resistance loads associated with the tabulated  $\Delta_s$  deformations.

<sup>6</sup>The minimum thickness of the wood members (i.e., the dimension parallel to the long axis of the SDS wood screws) must be as indicated in the table above. The minimum width of the wood members must be 3 1/2 inches, except as noted.

<sup>7</sup>The minimum width of the wood members must be 5 1/2 inches (6x6 nominal).

<sup>8</sup>Tabulated displacement values,  $\Delta_{all}$  and  $\Delta_s$ , for hold-down assemblies include all sources of hold-down assembly elongation, such as fastener slip, hold-down device extension and rotation, and anchor rod elongation, at ASD-level and strength-level forces, respectively.

<sup>9</sup>Elongation of the hold-down anchor rod must be calculated when the ASTM steel specification of the anchor rod differs from that described in the Section 3.2.4 of this report, or the actual unbraced length is greater than 6 inches. In lieu of calculating the elongation of the hold-down anchor rod for hold-downs raised 6 inches to 18 inches above the concrete, an additional 0.010 inch may be added to the tabulated hold-down displacement at allowable load,  $\Delta_{all}$ , and an additional 0.014 inch may be added to the tabulated hold-down displacement at strength-level load,  $\Delta_s$ , to account for anchor rod elongation.

<sup>10</sup>Requires a heavy hex anchor nut to achieve tabulated tension loads.

TABLE 1C—ALLOWABLE TENSION LOADS AND DISPLACEMENTS OF HDU SERIES HOLD-DOWN CONNECTORS<sup>2,3</sup>

HOLD-DOWN MODEL NO.	ALLOWABLE TENSION LOAD, $P_{all}$ (lbs)	DISPLACEMENT $\Delta$ AT MAX LOAD <sup>4</sup> (in)	
		$\Delta_{all}$	$\Delta_s$
HDU2	3,505	0.081	0.110
HDU4	4,990	0.089	0.117
HDU5	5,670	0.078	0.107
HDU8	9,950	0.131	0.164
HDU11	11,905	0.121	0.157
HDU14	15,905 <sup>(5)</sup>	0.124	0.172

For SI: 1 inch = 25.4 mm, 1 lbs = 4.45 N.

<sup>1</sup>This table lists the allowable tensile strength of the steel hold-down connectors exclusive of fasteners and anchor rods when tested on a steel jig.

<sup>2</sup>Allowable tension loads are applicable for designs complying with Section [12.11.2.2.2](#) of ASCE 7.

<sup>3</sup>When using the basic load combinations in accordance with IBC Section [1605.3.1](#), the tabulated allowable loads for the hold-down must not be increased for wind or earthquake loading. When using the alternative basic load combinations in IBC Section [1605.3.2](#) that include wind or earthquake loads that tabulated allowable loads for the hold-down must not be increased by 33 1/3 percent, nor can the alternative basic load combinations be reduced by a factor of 0.75.

<sup>4</sup> $\Delta_{all}$  is the displacement at the tabulated ASD load and  $\Delta_s$  is displacement at the strength-level load. Tabulated displacement values in Table 1C consist only of deformation of the hold-down (tie-down) device when tested on a steel jig. Other variables contributing to total displacement,  $d_a$ , such as fastener slip, wood shrinkage, and anchor bolt/rod elongation, must be checked by the registered design professional. The tabulated allowable (ASD) tension loads must be multiplied by 1.4 to obtain the strength-level loads associated with the tabulated strength-level deformations,  $\Delta_s$ .

<sup>5</sup>Requires a heavy hex anchor nut to achieve tabulated tension loads.





A#03-116806  
 CCD008  
 SHEET 34 OF 34

**TABLE 1 — ALLOWABLE TENSION LOADS AND DISPLACEMENTS FOR HDA AND HD BOLT HOLD-DOWN ASSEMBLIES<sup>1,2,3</sup>**

MODEL NO.	DIMENSIONS (in.)							FASTENERS			MINIMUM WOOD MEMBER THK <sup>10</sup> (in.)	ALLOWABLE TENSION LOADS <sup>4</sup> , P <sub>all</sub> (lbs) C <sub>D</sub> =1.6	DISPLACEMENT <sup>5,6</sup> Δ, (in.)	
	HB <sup>9</sup>	SB	W	H	B	SO	CL	ANCHOR BOLT DIA. (in.)	WOOD MBR BOLTS <sup>8</sup>				Δ <sub>all</sub>	Δ <sub>s</sub>
									QTY.	DIA. (in.)				
HD2A	4 <sup>9</sup> / <sub>16</sub>	2 <sup>1</sup> / <sub>2</sub>	2 <sup>1</sup> / <sub>4</sub>	8	2 <sup>9</sup> / <sub>16</sub>	3 <sup>3</sup> / <sub>8</sub>	1 <sup>7</sup> / <sub>16</sub>	5 <sup>8</sup> / <sub>16</sub>	2	5 <sup>8</sup> / <sub>16</sub>	1 <sup>1</sup> / <sub>2</sub>	1,900	0.142	0.195
											2 <sup>1</sup> / <sub>2</sub>	2455	0.146	0.207
											3	2455	0.158	0.223
											3 <sup>1</sup> / <sub>2</sub>	2475	0.151	0.219
HD5	5 <sup>1</sup> / <sub>4</sub>	3	2 <sup>3</sup> / <sub>4</sub>	6 <sup>3</sup> / <sub>8</sub>	3 <sup>1</sup> / <sub>2</sub>	3 <sup>3</sup> / <sub>8</sub>	2 <sup>1</sup> / <sub>8</sub>	3 <sup>3</sup> / <sub>8</sub>	2	3 <sup>3</sup> / <sub>8</sub>	1 <sup>1</sup> / <sub>2</sub>	2,405	0.153	0.198
											2 <sup>1</sup> / <sub>2</sub>	3,835	0.153	0.197
											3	4,055	0.178	0.250
											3 <sup>1</sup> / <sub>2</sub>	4,875	0.157	0.250
											4 <sup>1</sup> / <sub>2</sub>	5,010	0.159	0.234
HD7	6 <sup>1</sup> / <sub>8</sub>	3 <sup>1</sup> / <sub>2</sub>	3 <sup>1</sup> / <sub>2</sub>	11 <sup>3</sup> / <sub>4</sub>	3 <sup>3</sup> / <sub>8</sub>	2 <sup>1</sup> / <sub>8</sub>	2 <sup>1</sup> / <sub>8</sub>	1 <sup>1</sup> / <sub>8</sub>	3	7 <sup>1</sup> / <sub>8</sub>	3	6,600	0.151	0.200
											3 <sup>1</sup> / <sub>2</sub>	6,600	0.098	0.149
											4 <sup>1</sup> / <sub>2</sub>	6,600	0.103	0.144
											5 <sup>1</sup> / <sub>2</sub>	6,600	0.112	0.157
HD9	7	4	3 <sup>1</sup> / <sub>2</sub>	16 <sup>1</sup> / <sub>2</sub>	4 <sup>7</sup> / <sub>16</sub>	3 <sup>3</sup> / <sub>8</sub>	2 <sup>1</sup> / <sub>8</sub>	1 <sup>1</sup> / <sub>8</sub>	3	1	3	8,810	0.159	0.192
											3 <sup>1</sup> / <sub>2</sub>	10,330	0.143	0.179
											4 <sup>1</sup> / <sub>2</sub>	12,185	0.154	0.215
											5 <sup>1</sup> / <sub>2</sub>	12,185	0.108	0.162
HD12 <sup>7</sup>	7	4	3 <sup>1</sup> / <sub>2</sub>	20 <sup>5</sup> / <sub>16</sub>	4 <sup>7</sup> / <sub>16</sub>	3 <sup>3</sup> / <sub>8</sub>	2 <sup>1</sup> / <sub>8</sub>	1	4	1	3 <sup>1</sup> / <sub>2</sub>	11,775	0.171	0.244
											4 <sup>1</sup> / <sub>2</sub>	13,335	0.177	0.250
											5 <sup>1</sup> / <sub>2</sub> <sup>11</sup>	14,295	0.184	0.250
								1 <sup>1</sup> / <sub>8</sub>	4	1	4 <sup>1</sup> / <sub>2</sub>	14,475	0.192	0.250
											7 <sup>1</sup> / <sub>4</sub>	15,435	0.194	0.250
											5 <sup>1</sup> / <sub>2</sub> <sup>11</sup>	15,510	0.162	0.227
HD19 <sup>7</sup>	7	4	3 <sup>1</sup> / <sub>2</sub>	24 <sup>1</sup> / <sub>2</sub>	4 <sup>7</sup> / <sub>16</sub>	3 <sup>3</sup> / <sub>8</sub>	2 <sup>1</sup> / <sub>8</sub>	1 <sup>1</sup> / <sub>8</sub>	5	1	7 <sup>1</sup> / <sub>4</sub>	16,735	0.191	0.250
											5 <sup>1</sup> / <sub>2</sub> <sup>11</sup>	16,775	0.200	0.250
								1 <sup>1</sup> / <sub>4</sub>	5	1	7 <sup>1</sup> / <sub>4</sub>	19,360	0.180	0.249
											5 <sup>1</sup> / <sub>2</sub> <sup>11</sup>	18,550	0.133	0.198
											5 <sup>1</sup> / <sub>2</sub> <sup>12</sup>	19,070	0.137	0.207

SI: 1 inch = 25.4 mm, 1 lbs = 4.45 N.

1. Tabulated allowable loads are for a hold-down assembly consisting of the hold-down device attached to a wood structural member(s) with the fasteners as specified in this table (Table 1).
2. Allowable loads for the hold-down assemblies are based on allowable stress design (ASD) and include the load duration factor, C<sub>D</sub> = 1.6, corresponding with wind/earthquake loading in accordance with the NDS. No further increase is allowed. The tabulated values shall be reduced where other load durations govern.
3. Anchorage to concrete or masonry shall be determined in accordance with Section 4.1.3 of this report. Anchorage to concrete or masonry walls shall be in accordance with Section 4.1.2 of this report.
4. Tabulated allowable (ASD) tension loads shall be multiplied by 1.4 to obtain the strength-level resistance loads related with the tabulated Δ<sub>s</sub> deformations.
5. Tabulated displacement values, Δ<sub>all</sub> and Δ<sub>s</sub>, for hold-down assemblies include all sources of hold-down assembly elongation, such as hold-down device extension and rotation fastener slip, and anchor rod elongation, at ASD-level and strength level forces respectively.
6. Elongation of the hold-down anchor rod shall be calculated when the actual unbraced length is greater than 6 inches for the HD2A hold-down, or greater than 8 inches for the HD series hold-downs, or the ASTM steel specification of the anchor rod differs from that described in the Section 3.2.4 of



# CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 26 R0

Date: 4/30/2018

## DESCRIPTION OF WORK

Expedited schedule thru 4/14/18

## SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
<b>Contractual Costs</b>		
Contingency Allocation		-19,513
	Subtotal:	-19,513

## SUMMARY OF ALLOCATIONS


Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Saturday work	Santa Clarita Concrete	2,317
structural steel saturday work	C. A. Buchen Corp	5,250
structural steel shop fabrication	C. A. Buchen Corp	9,829
Saturday work	JF Construction Corp	2,117
	Subtotal:	19,513


**Total Change Order Request Amount      0**

## ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

  
 Signature  
 Jose Arche    CSDA  
 PRINTED NAME & TITLE  
 08-17-18  
 Date

  
 Signature  
 Rebecca Miller, Project Manager  
 PRINTED NAME & TITLE  
 8/17/18  
 Date



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352\*\*\*Tel. (818) 767-5408\*\*\*Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: April 13, 2018

TO: Bernards Builders Management Services

ADDRESS: 555 First Street
San Fernando, CA. 91340

ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

\*\*\*\*\*FIVE THOUSAND TWO HUNDRED FIFTY & 00/100 DOLLARS\*\*\*\*\* (\$5,250.00)
Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #04 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

Per Bernards request 3/28/18: Install CCD 019 and CCD 014 columns & beam on Saturday 3/24/18 on overtime and 3/27/18 straight time. Includes boom lift rental and 40 ton crane rental. See attachment for back up. Split labor cost for Saturday 3/24/18

\*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two-line safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others.
All safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Table with 3 columns listing excluded items: Belts entering wood, Building permits, Carpentry and Glu-Lam hardware, Concrete reinforcing steel, Costs of bond and special insurance, Costs of inspection, testing and preparation, Cutting or drilling of our work to accommodate other trades, Demolition, cutting or drilling concrete, Field painting and field measuring, Removal & replacement of fire proofing, Field welding of concrete steel reinforcing steel to structural, Final and fine plumbing of columns supporting wood, Furring channels or angle, Glass-stops, Gratings, covers and frames, Grouting or dry-packing, Joist hangers not welded to steel, Manlift and costs for use thereof, Metal 10 gauge and fighter, Metal studs and metal sash, Non-ferrous metals and stainless steel, Participating in penalties or liquidated damages applied to Buyer, Pipe sleeves and back-up plates for other trades, Removal of bracing rods and cables, Roof hatches or access doors, Sandblasting or flame-clearing of steel before painting, Temporary safety railings and cables, Wire mesh or chainlink work, Wood nailers, Work that is not specifically detailed on Architectural or Structural drawing.

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: \_\_\_\_\_
By: \_\_\_\_\_
Printed Name & Title
Date: \_\_\_\_\_

Seller: C.A. Buchen Corp.
By: \_\_\_\_\_
John A. Oster - President
Date: \_\_\_\_\_

Estimator: JF



## SALES CONDITIONS

**Article 1: STEEL PRICES** The quoted price on the attached proposal is based on current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

**Article 2: DRAWING & SPECIFICATIONS** The material shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with (a) the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to seller within fourteen (14) calendar days after submittal marked "approved" or "approved as corrected".

**Article 3: INSPECTION OR TESTS** Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's request therefore is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order therefore. Buyer may inspect fabricated materials before shipment from Seller's plant, provided that Buyer give Seller adequate notice of intention so to do and also furnish the name on inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

**Article 4: GUARANTEE** At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

**Article 5: CHANGES IN THE WORK** Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the credit to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent thereof for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

**Article 6: LIABILITY** The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death of or injury to persons or destruction of property occurring during the performance of Seller's work to the extent that such death, injury or damage shall have been solely due to the negligent act or omission of the Seller, its agents or employees. However this indemnity will not extend to Seller, its agents or employees. However, this indemnity will not extend to any claims, loss, damage, or expense arising out of the negligent or willful misconduct of the owner, owner-builder or contractor or any of their agents, employees, servants, consultants, professional experts or independent contractors.

**Article 7: WORKMEN'S COMPENSATION INSURANCE** The Seller shall carry Workmen's Compensation insurance for the protection of all labor used in the construction of the said structure, employed by the Seller. The Buyer agrees to provide adequate and safe working conditions for the employees of the Seller in and about the work herein specified.

**Article 8: PATENTS** Seller shall indemnify and save Buyer harmless from and against liability for patent infringement due to any inventions incorporated in the products fabricated and/or erected hereunder in compliance with designs or specifications furnished by Seller. Buyer shall indemnify Seller and save him harmless from and against liability for patent infringement resulting from Seller's compliance with designs and specifications furnished by Buyer.

**Article 9: BUILDER'S RISK** Buyer shall assume all risk of loss or damage to all work incorporated in the structure and all material located in and about the erection site due to the occurrence of any insurable builder's risk (including, but not limited to fire, flood, wind, hurricane, earthquake, defective soil or any cause which Seller could not have reasonably foreseen and guarded against). To the extent of Seller's insurable interest, Buyer shall name Seller as co-insured in any policy or policies of builder's risk insurance which Buyer may carry covering such work and material during the period of construction. To the extent any such loss or damage is not compensated by insurance, Buyer shall reimburse Seller for all added costs incurred by him in repairing or replacing material or work which is damaged or destroyed.

### Article 10: DELIVERIES, DELAYS AND CANCELLATIONS

(a) If all required information, (including complete, final approved, design drawings and specifications) shall be furnished to Seller, and all work to be done by others shall be performed and completed in such time and manner as will not delay or interfere with Seller's work, all work called for hereunder shall be promptly delivered or completed. If Seller is delayed due to causes for which Buyer or those acting for buyer (such as Buyer's other contractors or their subcontractors) are responsible, the time for delivery or completion of the work called for hereunder shall be extended for such period as may reasonably be necessary to enable Seller to perform a complete its work and Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.

(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections of war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.

(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value (computed according to Seller's established accounting practices) of any work hereunder remaining to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.

(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price.

(e) Unless specifically expressed herein, steel is to be shop-painted with the Seller's standard primer, and the Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

**Article 11: ERECTION CONDITIONS** If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller:

(a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handrails, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and loose column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a misfit in the Seller's work.

(b) Schedule operations so that erection work of Seller may be carried out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required:

(c) Provide and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring;

(d) Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site;

(e) Furnish, place and maintain necessary lights, barricades, flagmen, safety railings, planking, overhead protection, and do and perform all things so required by the ordinances of the state, city or county in which the structure is located, or the rules and regulations of any of the departments of said state, city or county.

**Article 12: TERMS OF PAYMENT** The terms of payment shall be:

(a) Material only: Net 10<sup>th</sup> for material delivered the previous month.

(b) Material not in place: Payments to be made on or before the 10<sup>th</sup> of each month covering 95% of the contract value of all materials stored during the preceding month.

(c) Material installed an in place: Payments to be made on or before the 10<sup>th</sup> of each month, covering 95% of the contract value of all materials installed in place during the preceding month. Balance of 5% to be paid within 30 days after completion of work covered by the terms of this Agreement. The entitlement of the Seller to payment shall be absolute and not contingent upon the Buyer receiving payment for such work.

(d) If payment is to be made on the basis of the weight of materials and the method of calculating weights is not specified, materials shall be invoiced on the basis of weights calculated from detail drawings and shop bills in accordance with the method of calculating weights prescribed in the latest Code of Standard Practice of the American Institute of Steel Construction.

(e) Until paid for, the title to and ownership and right of repossession of the material covered by this contract shall be and remain in the Seller, should the Buyer become insolvent or refuse or neglect to pay for said material.

(f) No charges for labor or material furnished by the Buyer shall be allowed as a credit on this agreement, unless authorized in writing by the Seller.

All payments shall be made as stipulated at the address of the Seller. When not so paid, then the entire contract price shall become immediately due and payable. The Buyer agrees to pay the Seller interest on all past due balances at the rate of the higher of (a) ten percent (10%) per annum (0.833% per month), or (b) five percent (5%) per annum, plus the rate prevailing on the 25<sup>th</sup> of the month preceding the acceptance of this Proposal-Contract, established by the Federal Reserve Bank of San Francisco advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said date of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the closest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

**Article 13: ATTORNEYS FEES** If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Seller shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

**Article 14: ARBITRATION** Any claim arising out of or related to this Subcontract, except those waived in this Subcontract shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

*Limitations on Consolidation of Joinder.* Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

*Claims and Timely Assertion of Claims.* The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

*Judgment on Final Award.* The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE SO INDICATE BY SIGNING ON PAGE 1 AND INITIALING BELOW AND RETURN TO US WITHIN 30 DAYS FROM THE ABOVE DATE HEREOF, ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT SUBJECT TO THE APPROVAL OF THE BUYER'S CREDIT. SUCH CREDIT SHALL BE DEEMED APPROVED UNLESS BUYER IS GIVEN WRITTEN NOTICE TO THE CONTRARY, WITHIN 10 DAYS AFTER SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: \_\_\_\_\_

To: Bernards Builders

Attn: Rebecca Miller

Regarding project:

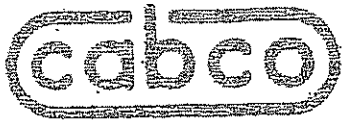
Marshal E.S

Job#: SE-A190

Date: 4/11/2018

Request for change order # 04

1	<u>Project Engineering</u>	1	hr @	\$ 80.00		\$80
2	<u>Field measure</u>		hr @	\$ 80.00		\$0
3	<u>Detailing</u>		hr @	\$ 80.00		\$0
4	<u>Shop labor</u>		hr @	\$ 86.40		\$0
5	<u>Ironworker</u>	18	hr @	\$ 86.40		\$1,555
	<u>Ironworker Overtime</u>	6	hr @	\$ 113.96		\$684
7	<u>Materials:</u>					
	<u># W.F.</u>			\$ 0.60	/lb	\$0
8	<u># PL/HSS</u>				/lb	\$0
9	<u>Channel</u>			\$ 0.75		\$0
10	<u>M. Channel</u>			\$ 1.00		\$0
11	<u>Galvanizing</u>		Lb	\$ 1.00	/lb	\$0
	<u>Zinc Primer</u>		Lb	\$ 1.00	/lb	\$0
12	<u>Buy outs:</u>					
	<u>Cane Bolts</u>			\$ -		\$0
13	<u>Casters</u>			\$ -		\$0
14	<u>Hinges</u>			\$ -		\$0
15	<u>Deck</u>			\$ -		\$0
16	<u>Mesh Panels</u>			\$ -		\$0
17	<u>Delivery&amp;Pickup</u>		round trip	\$ 320.00		\$0
	<u>Semi Delivery</u>		round trip	\$1,100.00		\$0
18	<u>40 Ton Crane</u>			\$ -		\$1,439
19	<u>Crane in/out</u>			\$ -	vary per crane size	\$0
20	<u>Boom lift</u>			\$ -		\$807
21	<u>8K - Fork lift</u>		day @	\$ 300.00	plus delivery	\$0
22	<u>Field equip:</u>		hr @	\$ 20.00	(250cc)	\$0
	<u>Innershield</u>	3	hr @	\$ -	(300- 400cc)	No charge
24	<u>F.P. inshield</u>		hr @	\$ 25.00	(650cc)	\$0
25	<u>Snap off gun</u>		hr @	\$ 80.00		\$0
26	<u>Working field truck w/tools</u>	10	hr @	\$ -	Field equip & Rigging	No charge
27	<u>Air compressor</u>		day @	\$ 100.00		\$0
28	<u>Burning outfit</u>		day @	\$ 105.00		\$0
29	<u>Special equipment</u>		hr @	\$ 9.00	Air-arc	\$0
30	<u>Special equipment</u>		day @	\$ 70.00	Fire blanket shield	\$0
						<b>Subtotal</b> <u>\$4,565</u>
	<u>Tax on materials &amp; galvanizing (9.5%)</u>					\$0
	<b>Profit &amp; Overhead</b>		15%			<u>\$685</u>
						<b>Total this change order</b> <u><u>\$5,250</u></u>



c.a. buchen corp.

9231 glenaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name Marshall Elementary School Date of Work 3-24-18  
 Location 2900 Thurston Marshall Drive Oxnard Cabco Job No. A-190  
 Contractor Bernards Contractor Job # \_\_\_\_\_

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED		
				ST	OT	2T
Dan (A)	✓			<del>4</del>	4	
easy			✓	<del>4</del>	4	
Ramon		✓		<del>4</del>	4	
TOTAL HOURS					12	

DESCRIPTION OF WORK/EQUIPMENT:  
unload for lift, 200 boom, shot, level nuts, put up one column,

CONTRACTOR'S SUPERVISOR:

PRINTED NAME

SIGNATURE





c.a. buchen corp.

9231 glenakis Blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name Marshall Elementary Date of Work 3-27-18

Location 2900 Thurgood Marshall Drive Cabco Job No. 2190  
*exposed*

Contractor Bernards Contractor Job # \_\_\_\_\_

EMPLOYEE NAME	FOREMAN	JOURNEY- MAN	APPREN- TICE	HOURS WORKED		
				ST	OT	2T
DON		✓		6		
MIKE T	✓			6		
Ramon		✓		6		
TOTAL HOURS				18		

DESCRIPTION OF WORK/EQUIPMENT:

Set up crane, put up 3 columns on Fline, put up  
Big column, take down crane, weld on weld whashers

CONTRACTOR'S SUPERVISOR:

PRINTED NAME

SIGNATURE





**IRONWORKERS LABOR RATES (STRUCTURAL STEEL)**  
**thru 6/30/18**

EFFECTIVE Jan 1 thru June 30, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
<b>WAGE RATES</b>	40.70	61.05	81.40
<b>VACATION</b>	4.00	4.00	4.00
<b>SUBTOTAL BASIC RATES</b>	<b>44.700</b>	<b>65.050</b>	<b>85.400</b>
<b>PAYROLL TAXES</b>			
FICA (6.2%)	2.77	4.03	5.29
MEDICARE (1.45%)	0.65	0.94	1.24
FUTA (.60%)	0.27	0.39	0.51
SUTA (6.20%)	2.77	4.03	5.29
ETT (0%)	0.00	0.00	0.00
<b>SUBTOTAL PAYROLL TAXES (14.45%)</b>	<b>3.69</b>	<b>5.37</b>	<b>7.05</b>
<b>WORKMEN'S COMP (22%)</b>	<b>8.59</b>	<b>12.45</b>	<b>16.31</b>
<b>GENERAL LIABILITY (8%)</b>	<b>2.97</b>	<b>4.64</b>	<b>6.08</b>
<b>FRINGE BENEFITS</b>			
HEALTH & WELFARE	9.55	9.55	9.55
PENSION	13.32	13.32	13.32
TRAINING (APPRENTICESHIP)	0.72	0.72	0.72
ANNUITY	2.21	2.21	2.21
MISC	0.655	0.655	0.655
<b>SUBTOTAL BENEFITS (67%)</b>	<b>26.455</b>	<b>26.455</b>	<b>26.455</b>
<b>ACTUAL COST PER LABOR HOUR</b>	<b>86.40</b>	<b>113.96</b>	<b>141.29</b>

*Note: All equipment will be charged at standard rental rates + 15%*



# SPUD'S

## CRANE SERVICE, INC.

12521 BRANFORD STREET, PACOIMA, CALIFORNIA 91331  
 24 HRS (818) 367-2433 / (661) 251-1355 / FAX (818) 896-6202

### INVOICE

<b>BILL TO</b>
C.A.B.C.O. 9231 GLENOAKS BLVD. SUN VALLEY, CA. 91352

<b>JOB DATE</b>	<b>INVOICE #</b>
3/27/2018	27587

<b>JOB LOCATION</b>
2900 THURGOOD-MARSHALL DR. OXNARD JACK 661-857-3899 ***NO PRELIM***

<b>TELEPHONE NO.</b>	<b>P.O. NO.</b>	<b>CREW</b>	<b>WORK ORDER</b>	<b>TERMS</b>	<b>DUE DATE</b>
818-767-5408	35258	BROKERED	100565	Net 30 days	4/26/2018

DESCRIPTION	HOURS	RATE	EXTENSION
40 TON CRANE	6	220.00	1,320.00
OVERTIME	0.5	60.00	30.00
PERMITS	1	89.00	89.00
8% FUEL SURCHARGE - WAIVED	0	115.12	0.00
<b>THANK YOU. WE APPRECIATE YOUR BUSINESS</b>			<b>TOTAL \$1,439.00</b>

### SPUD'S CRANE SERVICE, INC.

Hereinafter called the Owner, hereby rents and leases the equipment and supplies the operators as described on the face hereof, subject to the following conditions: **INDEMNITY** The Lessee expressly agrees to indemnify and save Lessor harmless from and against all claims, demands, liabilities, suits or judgments of whatsoever kind or nature, and all costs or expenses in connection therewith, including court costs and attorney's fees, arising out of or resulting from death or injury to persons, including employees of the Lessor, and loss, damage or injury including the leased equipment, caused or occasioned, or claimed to be caused or occasioned directly or indirectly, by or in connection with the work being performed under this order or being done by said equipment or by any personnel furnished in connection with said equipment. It is expressly agreed that the leased equipment and the personnel furnished in connection therewith are under the exclusive jurisdiction, control and supervision of the Lessee. **PREVENTION** If the owner shall be prevented, delayed or interfered with by weather, unforeseeable equipment malfunctions, strikes, war, fire, causes beyond its control, exercise of governmental control, priorities, or any circumstances relating directly, or indirectly to the operation of the US Government from performing any agreement hereof, or if said equipment shall be seized or taken over by the U.S., or governmental agency, then the Owner shall be excused from the performance of this contract shall be so prevented or interfered with. **WORKING CONDITIONS** Firm, dry, unobstructed access into the work area to be provided by the customer. **ATTORNEY'S FEE** If either party becomes a party to any litigation concerning this rental by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable for reasonable attorney's fees and court costs incurred by it in the litigation. If either party commences an action against the other party arising out of or in connection with this rental the prevailing party shall be entitled to have and recover from the losing party attorney's fees and cost of suit. **ACCEPTANCE** This agreement shall be deemed the exclusive agreement of the parties subject to the terms and conditions hereof, when accepted by acknowledgement or commencement of performance by Owner.

**CUSTOMER NEEDS TO SIGN, PLEASE.**



# SPUD'S CRANE SERVICE, INC.

12521 BRANFORD STREET, PACOIMA, CALIFORNIA 91331

24 Hrs. (818) 367-2433 / (905) 251-1355 / (800) 332-2580 / Fax (818) 888-8202

Charge To CABCO Day Tuesday Date 3/27/18

Billing Address \_\_\_\_\_ Business Phone \_\_\_\_\_

Job Location 2900 Thurgood-Marshall Dr. Job No. \_\_\_\_\_

Equipment Ordered OMAR P.O. No. 35258

Equipment No. \_\_\_\_\_ Boom Length \_\_\_\_\_ Jib Length \_\_\_\_\_ Job Phone \_\_\_\_\_

Operator \_\_\_\_\_ Oiler \_\_\_\_\_

Equipment To Work As Directed By Customer

SAK  
(661) 857-3899

LEFT YARD	5:30	AM PM		HRS.	RATE	EXTENSION
STAND		AM PM	EQUIPMENT TIME	6	220	
BY		AM PM	CREW TIME			
ARRIVED JOB	7:30	AM PM	CREW D.T.	.5	60	
START JOB	7:30	AM PM	CREW D.T.			
FINISH JOB	10:00	AM PM	LONG BOOM PREMIUM			
LEAVE JOB	10:00	AM PM	SUBSISTENCE			
STAND		AM PM	RIGGING TRUCK			
BY		AM PM	BOOM TRUCK			
ARRIVED YARD	11:30	AM PM	RIGGER			
TOTAL HRS.			PERMIT	1	89	
LOST TIME						
NET HRS.						TOTAL CHARGES
	EQUIP.	CREW				

The undersigned warrants and represents that he/she possesses the authority to sign this Rental Agreement on behalf of the lessee, and by signing specifically accepts the terms and conditions on the reverse side of this document.

Because of contractor's instruction to perform services in a manner and under conditions not acceptable to Spud's Crane Service, Inc., we shall not be responsible for any damage or damages therefrom.

ACCEPTED AND SIGNED BY [Signature]

Payment is due and payable upon completion. Payments delayed more than thirty (30) days shall be charged 1 1/2% per month on unpaid balance.

ACCEPTED AND SIGNED BY X

Your signature hereon specifically accepts the terms and conditions as printed on the reverse side of this document and any other contract with the above named lessee.

WORK ORDER

100565

**Alliance Rental Solutions Inc.**

23639 Via Primero  
 Valencia, CA 91355  
 alliancerentalsolutions.com

818-367-6063 Phone  
 818-367-0713 Fax

**Status: Closed**  
 Invoice #: 56846  
 Invoice Date: Thu 3/29/2018  
 Date Out: Sat 3/24/2018 7:00AM

Operator: Walter  
 Terms: On Account

Customer #: 3178

C.A. Buchen Corp  
 9231 Glenoaks Blvd.  
 Sun Valley, CA 91352

818-767-5408 Phone  
 818-767-8654 Fax  
 Job Descr: 2900 Thurgood Marshall Dr, Oxnard 93036  
 PO #: 34056  
 Job No: School

Salesman: Dan

Qty	Key	Items	Part#	Status	Returned Date	Price
1	LIFB30E-8673	LIFT, 30' BOOM, ELECTRIC		Returned	Tue 3/27/2018 2:48PM	\$450.00
		Meter Out: 645.4 Meter In: 646.0 Total hours on meter: 0.6 4Hrs \$150.00 1day \$150.00 1week \$450.00 4weeks \$1,200.00				
1	DELCH2-SEMI	DELIVERY CHARGE		Pulled		\$187.50
1	PUCH2-SEMI	PICKUP CHARGE		Pulled		\$125.00

Thank you for being a loyal customer. Please visit our website  
[alliancerentalsolutions.com](http://alliancerentalsolutions.com)

**Rental Contract**

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If customer makes greater usage of the equipment it is agreed that additional usage will be charged.

CUSTOMER IS RESPONSIBLE FOR THEFT OF EQUIPMENT OR ANY DAMAGES TO EQUIPMENT.  
 NO INSURANCE IS OFFERED.

I certify that I have read and agree to all terms of this contract.

Rental:	\$450.00
Sales:	\$312.50
Subtotal:	\$762.50
EPA:	\$9.00
Oxnard:	\$35.57
<b>Total:</b>	<b>\$807.07</b>
Paid:	\$0.00
<b>Amount Due:</b>	<b>\$807.07</b>

Signature: \_\_\_\_\_

C.A. Buchen Corp





Saturday

Date: 3.31.18		Day: SAT	
Project: MARSHALL ELEMENTARY OXNARD		Weather: Sunny CLOUDY	
Work performed today:		Employees	
RECEIVED BRIDGING DETAIL LATE YESTERDAY. GIVEN GO AHEAD TO CONT. PLACING CURBS THAT HAVE BEEN POURED LAST WEEK. STARTED LAYOUT GRID LINE B - 2 - 14		Names	
STARTED BRIDGE BLOCKING (6) QTY LAY OUT STUDS FOR FRAMING MON MORNING.		Union	
		Hours	
		GREG SUMAKER 8	
		LOUIS DELATORRE 8	
		MARIO AHUMADA 8	
		KENNETH VALENTINE 8	
Extra Work/Lumber And Hardware Count			
BRIDGE BLOCKING. LINE B.			
MARIO > 1 HR			
LOUIS > 1 HR			
1-8' - 3x8 MUD			
04-03-18			
Other crafts / Contractors that effect our work			
NELSON STUDS STILL NOT CORRECTED			
Equipment used today-owned / rented			
SKYTRACT OWNED			
Extra work performed today:		Materials delivered	









16164 Sierra Highway  
 Santa Clarita, CA 91390  
 Phone 661.252.2012  
 Fax 661.298.4585  
 CA License No. 381605

## CHANGE ORDER REQUEST

COR	SCC-014
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

### NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10220	premium time	Sat time	1/27/18	Carpenter	Foreman	P/O	8	Hr	\$46.55	\$372.40
AWA-10220	premium time	Sat time	1/27/18	Carpenter	Journeyman	P/O	32	Hr	\$42.48	\$1,359.36
AWA-10220	premium time	Sat time	1/27/18	Carpenter	Apprentice	P/O	8	Hr	\$35.38	\$283.04

### EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's

This COR may not include all work for this scope.

This COR only includes the work and quantities listed.

This COR may impact the completion schedule - see below

EXTENSION OF CONTRACT DURATION-->

5 DAYS

SUB-TOTAL	\$2,014.80
P&O	\$302.22
<b>TOTAL FOR THIS COR</b>	<b>\$2,317.02</b>



(661) 252-2012  
Lic. No. 381605  
16164 Sierra Hwy.  
Santa Clarita, CA 91390

AUTHORIZATION 10220

ADDITIONAL WORK AUTHORIZATION

DATE: 01/27/18

CUSTOMERS  
NAME Bernards  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_ STATE Ca.

JOB NAME Marshall new classroom  
STREET Thurgood Marshall dr.  
CITY Oxnard Ca.  
JOB # 358 TRACT # \_\_\_\_\_

You are hereby authorized to perform the following specifically described additional work:

work on premium time saturday January the 27th  
by Bernards requirement

Time: 4 carpenters 8 hours  
1 Apprentice 8 hours  
1 Foreman 8 hours } Premium time only

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ \_\_\_\_\_

TERMS ARE NET - 10TH PROX

The above work is an extra to the original contract for the above referenced job:  
AUTHORIZING SIGNATURE [Signature] DATE: 01-30-18  
(Customer signs here)

We hereby agree to furnish material and labor — complete in accordance with the above specifications, at above stated price.  
AUTHORIZING SIGNATURE [Signature] DATE: 01/27/18  
(Contractor signs here)



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352\*\*\*Tel. (818) 767-5408\*\*\*Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: April 2, 2018

TO: Bernards Builders Management Services

ADDRESS: 555 First Street
San Fernando, CA. 91340

ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

\*\*\*\*\*NINE THOUSAND EIGHT HUNDRED TWENTY NINE & 00/100 DOLLARS\*\*\*\*\*(\$9,829.00)
Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #02R Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

- SEE ATTACHMENT -

Scope of Work Continued on Page 3

\*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two-foot safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others. All safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above

Table with 3 columns listing excluded items: Bolt's entering wood, Building permits, Carpentry and Gie-Lam hardware, Concrete reinforcing steel, Coats of bond and special insurance, Costs of inspection, testing and preparation, Cutting or drilling of our work to accommodate other trades, Demolition, cutting or drilling concrete, Field painting and field measuring, Removal & replacement of fire proofing, Field welding of concrete steel reinforcing steel to structural, Final and line plumbing of columns supporting wood, Furring channels or angle, Glass-stops, Gratings, covers and frames, Grooving or dry-packing, Joist hangers not welded to steel, Mesh and coils for use thereof, Metal 10 gauge and lighter, Metal studs and metal sash, Non-ferrous metals and stainless steel, Participating in penalties or liquidated damages applied to Buyer, Pipe sleeves and back-up plates for other trades, Removal of bracing rods and cables, Roof hatches or access doors, Sandblasting or flame-cleaning of steel before painting, Temporary safety railings and cables, Wire mesh or chainlink work, Wood rollers, Work that is not specifically detailed on Architectural or Structural drawing.

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: \_\_\_\_\_

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

Printed Name & Title

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

Seller: C.A. Buchen Corp.

By: John A. Oster - President

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

Estimator, JF



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352\*\*\*Tel. (818) 767-5408\*\*Fax (818) 767-8654

**STANDARD PROPOSAL/CONTRACT FORM  
CONTRACTORS LIC #209850  
DIR #1000004833**

April 2, 2018

Page 3 of 3

Bernards Builders Management Services  
Marshall Elementary School  
SE-A190, C.O. #2R

Per Bernards request, work overtime to expedite shop fabrication of structural steel. See complete report below;

Monday 2-19-18	(3) Men - total of 4.5 hours
Tuesday 2-20-18.	(3) Men - total of 4.5 hours
Wednesday 2-21-18	(4) Men - total of 6.5 hours.
Thursday 2-22-18	(3) Men - total of 4.5 hours
Friday 2-23-18	(4) Men - total of 6 hours
Saturday 2-24-18	(3) Men - total of 18 hours
Monday 2-26-18	(5) Men - total of 7.5 hours
Tuesday 2-27-18	(5) Men - total of 7.0 hours
Wednesday 2-28-18	(4) Men - total of 6 hours
Thursday 3-1-18	(4) Men - total of 6 hours
Monday 3-5-18	(3) Men - total of 4.5 hours.

Total hours	75 X \$113.96 Premium Time =	\$8,547.00
	X 15% OP	= \$1,282.00
	<b>Total</b>	<b>= \$9,829.00</b>

**IRONWORKERS LABOR RATES (STRUCTURAL STEEL)**  
**thru 6/30/18**

EFFECTIVE Jan 1 thru June 30, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	40.70	61.05	81.40
VACATION	4.00	4.00	4.00
<b>SUBTOTAL BASIC RATES</b>	<b>44.700</b>	<b>65.050</b>	<b>85.400</b>
<b>PAYROLL TAXES</b>			
FICA (6.2%)	2.77	4.03	5.29
MEDICARE (1.45%)	0.65	0.94	1.24
FUTA (.60%)	0.27	0.39	0.51
SUTA (6.20%)	2.77	4.03	5.29
ETT (0%)	0.00	0.00	0.00
<b>SUBTOTAL PAYROLL TAXES (14.45%)</b>	<b>3.69</b>	<b>5.37</b>	<b>7.05</b>
WORKMEN'S COMP (22%)	8.59	12.45	16.31
GENERAL LIABILITY (8%)	2.97	4.64	6.08
<b>FRINGE BENEFITS</b>			
HEALTH & WELFARE	9.55	9.55	9.55
PENSION	13.32	13.32	13.32
TRAINING (APPRENTICESHIP)	0.72	0.72	0.72
ANNUITY	2.21	2.21	2.21
MISC	0.655	0.655	0.655
<b>SUBTOTAL BENEFITS (67%)</b>	<b>26.455</b>	<b>26.455</b>	<b>26.455</b>
<b>ACTUAL COST PER LABOR HOUR</b>	<b>86.40</b>	<b>113.96</b>	<b>141.29</b>

*Note: All equipment will be charged at standard rental rates + 15%*



# CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 29 R0

Date: 4/30/2018

### DESCRIPTION OF WORK

RFI 33 & 47 - Revised stair plate connection

### SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
<b>Contractual Costs</b>		
Contingency Allocation		-5,082
	Subtotal:	-5,082

### SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
RFI 33 & 47 - Revised stair plate connection	C. A. Buchen Corp	5,082
	Subtotal:	5,082

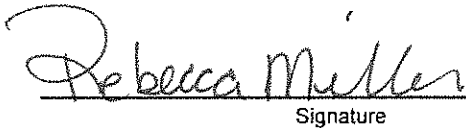
**Total Change Order Request Amount      0**

### ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

  
Signature

  
Signature

Jose Arche CSDA

Rebecca Miller, Project Manager  
Printed Name & Title

08-17-2018  
Date

8/17/18  
Date



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352\*\*\*Tel. (818) 767-5408\*\*\*Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: April 11, 2018

TO: Bernards Builders Management Services

ADDRESS: 555 First Street
San Fernando, CA. 91340

ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

\*\*\*\*\*FIVE THOUSAND EIGHTY-TWO & 00/100 DOLLARS\*\*\*\*\* (\$5,082.00)
Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #07 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

See Attached

\*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two-line safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others.
All safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Table with 3 columns listing excluded items: Boils entering wood, Building permits, Carpentry and Glu-Lam hardware, Concrete reinforcing steel, Costs of bond and special insurance, Costs of inspection, testing and preparation, Cutting or drilling of our work to accommodate other trades, Demolition, cutting or drilling concrete, Field painting and field measuring, Removal & replacement of fire proofing, Field welding of concrete steel reinforcing steel to structural, Final and fine plumbing of columns supporting wood, Furring channels or angle, Glass-stops, Gratings, covers and frames, Grouting or dry-packing, Joist hangers not welded to steel, Manlift and costs for use thereof, Metal 10 gauge and lighter, Metal studs and metal sash, Non-ferrous metals and stainless steel, Participating in penalties or liquidated damages applied to Buyer, Pipe sleeves and back-up plates for other trades, Removal of bracing rods and cables, Roof hatches or access doors, Sandblasting or flame-cleaning of steel before painting, Temporary safety railings and cables, Wire mesh or chainlink work, Wood nailers, Work that is not specifically detailed on Architectural or Structural drawing.

Estimator: JF

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: \_\_\_\_\_

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

Printed Name & Title

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

Seller: C.A. Buchen Corp. \_\_\_\_\_

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

John A. Oster - President

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

current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

**Article 2: DRAWING & SPECIFICATIONS** The material shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with (a) the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to seller within fourteen (14) calendar days after submittal marked "approved" or "approved as corrected".

**Article 3: INSPECTION OR TESTS** Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's written request therefore is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order therefore. Buyer may inspect fabricated materials before shipment from Seller's plant, provided that Buyer give Seller adequate notice of intention so to do and also furnish the name of inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

**Article 4: GUARANTEE** At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

**Article 5: CHANGES IN THE WORK** Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the credit to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent thereof for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

**Article 6: LIABILITY** The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death of or injury to persons or destruction of property occurring during the performance of Seller's work to the extent that such death, injury or damage shall have been solely due to the negligent act or omission of the Seller, its agents or employees. However this indemnity will not extend to Seller, its agents or employees. However, this indemnity will not extend to any claims, loss, damage, or expense arising out of the negligent or willful misconduct of the owner, owner-builder or contractor or any of their agents, employees, servants, consultants, professional experts or independent contractors.

**Article 7: WORKMEN'S COMPENSATION INSURANCE** The Seller shall carry Workmen's Compensation insurance for the protection of all labor used in the construction of the said structure, employed by the Seller. The Buyer agrees to provide adequate and safe working conditions for the employees of the Seller in and about the work herein specified.

**Article 8: PATENTS** Seller shall indemnify and save Buyer harmless from and against liability for patent infringement due to any inventions incorporated in the products fabricated and/or erected hereunder in compliance with designs or specifications furnished by Seller. Buyer shall indemnify Seller and save him harmless from and against liability for patent infringement resulting from Seller's compliance with designs and specifications furnished by Buyer.

**Article 9: BUILDER'S RISK** Buyer shall assume all risk of loss or damage to all work incorporated in the structure and all material located in and about the erection site due to the occurrence of any insurable builder's risk (including, but not limited to fire, flood, wind, hurricane, earthquake, defective soil or any cause which Seller could not have reasonably foreseen and guarded against). To the extent of Seller's insurable interest, Buyer shall name Seller as co-insured in any policy or policies of builder's risk insurance which Buyer may carry covering such work and material during the period of construction. To the extent any such loss or damage is not compensated by insurance, Buyer shall reimburse Seller for all added costs incurred by him in repairing or replacing material or work which is damaged or destroyed.

**Article 10: DELIVERIES, DELAYS AND CANCELLATIONS**  
(a) If all required information, (including complete, final approved, design drawings and specifications) shall be furnished to Seller, and all work to be done by others shall be performed and completed in such time and manner as will not delay or interfere with Seller's work, all work called for hereunder shall be promptly delivered or completed. If Seller is delayed due to causes for which Buyer or those acting for Buyer (such as Buyer's other contractors or their subcontractors) are responsible, the time for delivery or completion of the work called for hereunder shall be extended for such period as may reasonably be necessary to enable Seller to perform a complete its work and Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.  
(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections of war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.  
(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value (computed according to Seller's established accounting practices) of any work hereunder remaining to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.

(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price.

(e) Unless otherwise expressly provided herein, Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

**Article 11: ERECTION CONDITIONS** If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller:

- (a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handrails, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and loose column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a misfit in the Seller's work.
- (b) Schedule operations so that erection work of Seller may be carried out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required.
- (c) Provide and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring;
- (d) Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site;
- (e) Furnish, place and maintain necessary lights, barricades, flagmen, safety railings, planking, overhead protection, and do and perform all things so required by the ordinances of the state, city or county in which the structure is located, or the rules and regulations of any of the departments of said state, city or county.

**Article 12: TERMS OF PAYMENT** The terms of payment shall be:

- (a) Material only: Net 10<sup>th</sup> for material delivered the previous month.
- (b) Material not in place: Payments to be made on or before the 10<sup>th</sup> of each month covering 95% of the contract value of all materials stored during the preceding month.
- (c) Material installed in place: Payments to be made on or before the 10<sup>th</sup> of each month, covering 95% of the contract value of all materials installed in place during the preceding month. Balance of 5% to be paid within 30 days after completion of work covered by the terms of this Agreement. The entitlement of the Seller to payment shall be absolute and not contingent upon the Buyer receiving payment for such work.
- (d) If payment is to be made on the basis of the weight of materials and the method of calculating weights is not specified, materials shall be invoiced on the basis of weights calculated from detail drawings and shop bills in accordance with the method of calculating weights prescribed in the latest Code of Standard Practice of the American Institute of Steel Construction.
- (e) Until paid for, the title to and ownership and right of repossession of the material covered by this contract shall be and remain in the Seller, should the Buyer become insolvent or refuse or neglect to pay for said material.
- (f) No charges for labor or material furnished by the Buyer shall be allowed as a credit on this agreement, unless authorized in writing by the Seller.

All payments shall be made as stipulated at the address of the Seller. When not so paid, then the entire contract price shall become immediately due and payable. The Buyer agrees to pay the Seller interest on all past due balances at the rate of the higher of (a) ten percent (10%) per annum (0.833% per month), or (b) five percent (5%) per annum, plus the rate prevailing on the 25<sup>th</sup> of the month preceding the acceptance of this Proposal-Contract, established by the Federal Reserve Bank of San Francisco or advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said date of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the closest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

**Article 13: ATTORNEYS FEES** If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Seller shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

**Article 14: ARBITRATION** Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

**Limitations on Consolidation of Joinder.** Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**Claims and Timely Assertion of Claims.** The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

**Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE SO INDICATE BY SIGNING ON PAGE 1 AND INITIALING BELOW AND RETURN TO US WITHIN 30 DAYS FROM THE ABOVE DATE HEREOF, ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT SUBJECT TO THE APPROVAL OF THE BUYER'S CREDIT. SUCH CREDIT SHALL BE DEEMED APPROVED UNLESS BUYER IS GIVEN WRITTEN NOTICE TO THE CONTRARY, WITHIN 10 DAYS AFTER SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: \_\_\_\_\_





c.a. buchen corp.  
 9231 Glenoaks Blvd., Sun Valley, CA 91352\*\*\*Tel. (818) 767-5408\*\*\*Fax (818) 767-8654  
 CONTRACTORS LIC #209850  
 DIR #1000004833

To: Bernards Bros.

Regarding project:  
 Marshall Elementary School

Attn: Rebecca Miller

Job#: SE-A109

Date: 04/11/18

Request for change order # 07

Per RFI 033 and 47: 2nd floor connection plates at stairs ref. detail 9/S-700B was revised to be continuous with added stiffener plates, lag screws and lightweight closure plates. Material is difference between contract designs and RFI response.

1	<u>Project Engineering</u>	4	hr @	\$ 80.00		\$ 320.00
2	<u>Field measure</u>		hr @	\$ 80.00		\$ -
3	<u>Detailing</u>	15	hr @	\$ 80.00		\$ 1,200.00
4	<u>Shop labor</u>	16	hr @	\$ 86.40		\$ 1,382.00
5	<u>Ironworker</u>	4	hr @	\$ 86.40		\$ 346.00
7	<u>Materials:</u>	<u># W.F.</u>		\$ 0.60 /lb		\$ -
8		<u>Plate</u>	343	\$ 1.00 /lb		\$ 343.00
9		<u>Channel</u>		\$ 0.75		\$ -
10		<u>Lags</u>	24	\$ 0.75		\$ 18.00
11		<u>Galvanizing</u>		Lb \$ 1.00 /lb		\$ -
		<u>Zinc Primer</u>	425	Lb \$ 1.00 /lb		\$ 425.00
12	<u>Buy outs:</u>	<u>Cane Bolts</u>		\$ -		\$ -
13		<u>Casters</u>		\$ -		\$ -
14		<u>Hinges</u>		\$ -		\$ -
15		<u>Deck</u>		\$ -		\$ -
16		<u>Mesh Panels</u>		\$ -		\$ -
17		<u>Delivery&amp;Pickup</u>	round trip	\$ 320.00		\$ -
		<u>Semi Delivery</u>	round trip	\$1,100.00		\$ -
18		<u>40 Ton Crane</u>	1 hr @	\$ 220.00 varies		\$ 220.00
19		<u>Crane in/out</u>		\$ - vary per crane size		\$ -
20		<u>Man lift</u>	2 hr @	\$ 20.00 varies		\$ 40.00
21		<u>8K - Fork lift</u>	day @	\$ 300.00 plus delivery		\$ -
22	<u>Field equip:</u>	<u>Stick weld</u>	hr @	\$ 20.00 (250cc)		\$ -
23		<u>Innershield</u>	hr @	\$ 25.00 (300- 400cc)		\$ -
24		<u>F.P. inshield</u>	hr @	\$ 25.00 (650cc)		\$ -
25		<u>Snap off gun</u>	hr @	\$ 80.00		\$ -
26		<u>Working field truck w/tools</u>	2 hr @	\$ 25.00 Field equip & Rigging		\$ 50.00
27		<u>Air compressor</u>	day @	\$ 100.00		\$ -
28		<u>Burning outfit</u>	day @	\$ 105.00		\$ -
29		<u>Special equipment</u>	hr @	\$ 9.00 Air-arc		\$ -
30		<u>Special equipment</u>	day @	\$ 70.00 Fire blanket shield		\$ -
						<b>Subtotal \$ 4,344.00</b>
						<b>Tax on materials &amp; galvanizing (9.5%) \$ 75.00</b>
						<b>Profit &amp; Overhead 15% \$ 663.00</b>
						<b>Total this change order \$ 5,082.00</b>

Date: 02/22/18			
Marshall Elementary School			
SNC COR	2	SUBJECT: REVISED STAIR CONTINUOUS PLATES PER RF# 33	
		FROM: REV 0 ISSUE	DATE: 02/22/18
DESCRIPTION		HOURS	REMARKS
a.	ME101, ME104, ME107	REVISED STAIR 1 & 2 PER REVISION TO CONTINUOUS PLATE CONNECTOR AT LANDING HEADER	3
b.	M101, M101a, M101b, M102, M102a, M102b	REVISE CONTINUOUS PLATE CONNECTORS AT TOP OF STAIR FRAMES FROM 11" TO 12"	12
Subtotal Revision:		15.00 hours	
<b>TOTAL REVISION MAN HOURS</b>			<b>15</b>





**REQUEST FOR INFORMATION  
FOR SUBCONTRACTOR ACTION**

**RFI No. : 33**

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-17-17  
Discipline: Structural

**Subject: Stringer to beam connection @ 2nd floor ref. detail**

**DRAWING & SPECIFICATION REFERENCES**

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-700B	Detail 9	

**QUESTION**

Stringer to beam connection at 2nd floor ref. detail 9/S700B does not work as shown. Please show the 2 1/2" light weight concrete at 2nd floor and how the first pan landing will work with slotted hole plates and capped tube stringer? See attached drawing as a reference

**ANSWER**

Response:

Bent plate has been removed and new plate ledger has been provided to allow for architectural requirements. See revisions provided in SSK033-01

Architect to confirm new connection complies with architectural design intent

**RESPONSE DISTRIBUTION**

Company	Contact	Date Sent
C A Buchen Co	Jack Furdek	10/17/2017
JF Construction Corp	John Ferrante	10/17/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**Question Initiated By:** Jack Furdek - C. A. Buchen Corp - Author Number: 3  
**Submitted By:** Jack Furdek - C. A. Buchen Corp



# REQUEST FOR INFORMATION

**RFI No.: 33**

To: Jose Arche  
Company: CSDA Design Group  
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-10-17  
Discipline: Structural

**Subject: Stringer to beam connection @ 2nd floor ref. detail**

**Response Requested By: 10-17-2017**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-700B	Detail 9	

### QUESTION

Stringer to beam connection at 2nd floor ref. detail 9/S700B does not work as shown. Please show the 2 1/2" light weight concrete at 2nd floor and how the first pan landing will work with slotted hole plates and capped tube stringer? See attached drawing as a reference

### ANSWER

Bent plate has been removed and new plate ledger has been provided to allow for architectural requirements. See revisions provided in SSK033-01.

Architect to confirm new connection complies with architectural design intent.

DY/NC 10/11/17

CCD-A to follow. Jose Arche, CSDA 10/16/2017

Response Provided By: \_\_\_\_\_  
 Name Company Date

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 3

Submitted By: Jack Furdek - C. A. Buchen Corp



C.A. Buchen Corp.

9231 glenoaks blvd, sun valley, ca 91352  
(818) 767-5408 · fax (818) 767-8654

REQUEST FOR INFORMATION

TO: Bernards Builders RFI NO. 03

DATE: 10/06/17

ATTN: Sahithya Mavillapalli CONTRACT NO. NA

PROJECT: Marshall Elementary School CABCO JOB #: A190

REFERENCE: Stringer to beam connection @2<sup>nd</sup> floor ref. detail 9/ S700B

REQUEST:

Stringer to beam connection @2<sup>nd</sup> floor ref. detail 9/ S700B does not work as shown. Please show the 2 ½" light weight concrete at 2<sup>nd</sup> floor and how the first pan landing will work with the slotted hole plates and capped tube stringer? See attached drawing as a reference.

DATE RESPONSE REQUIRED: ASAP

SIGNED: Jack Furdek

RESPONSE:

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

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

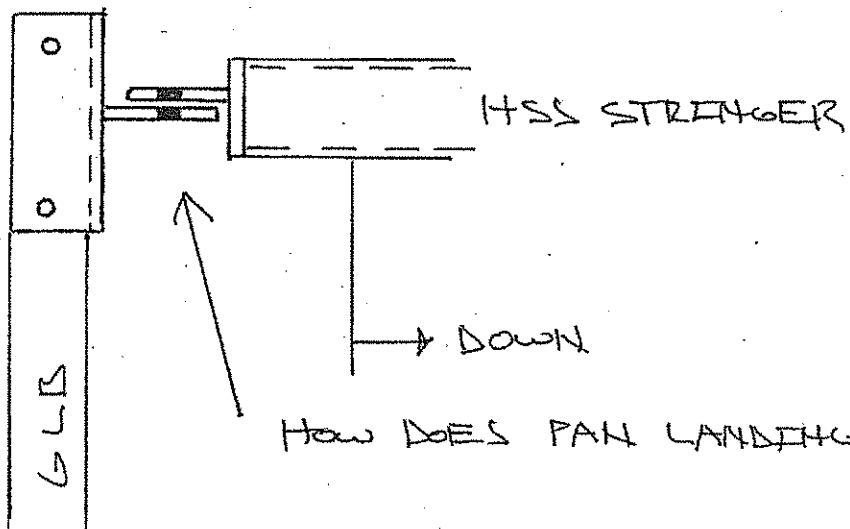
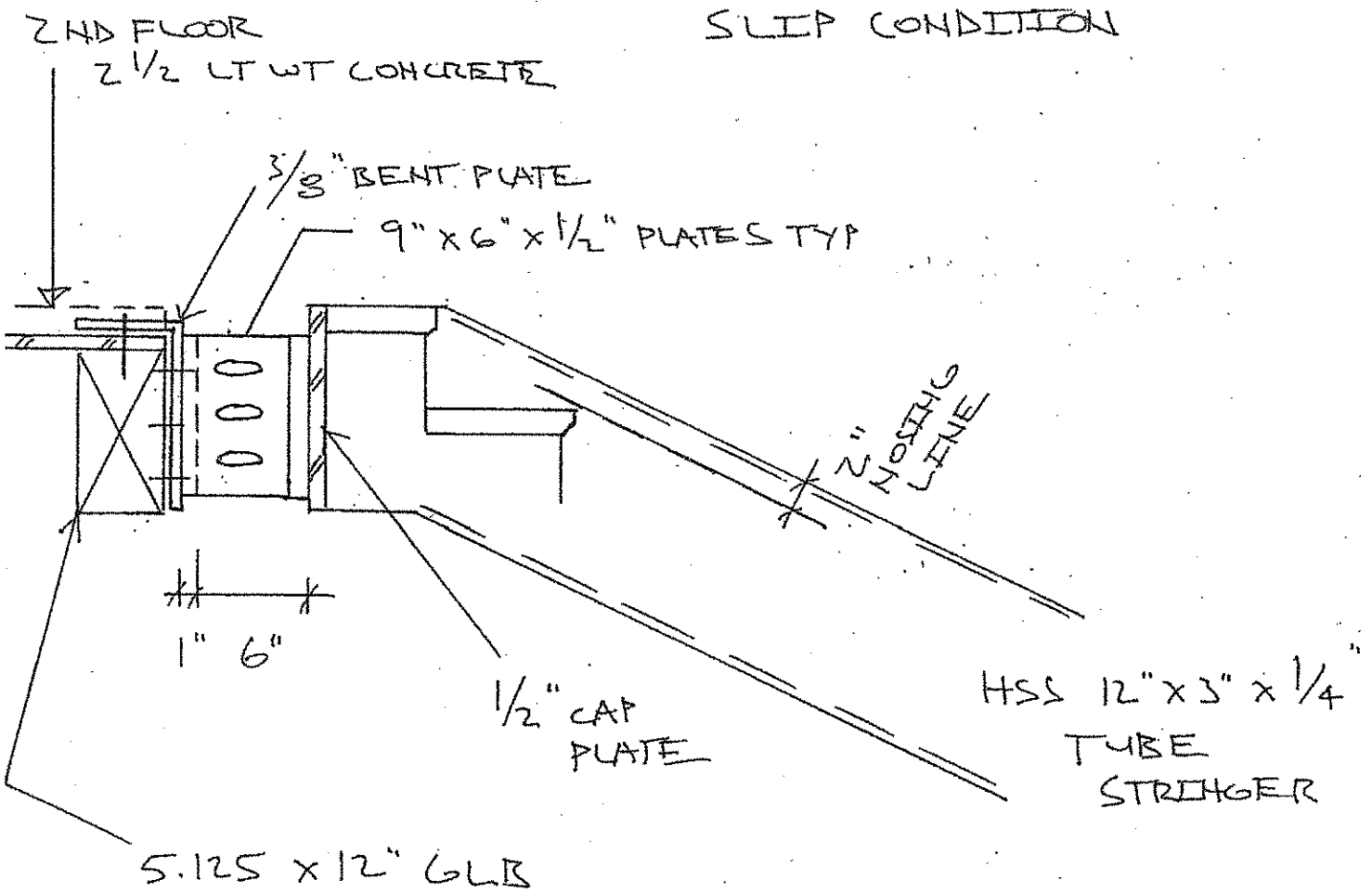


C.A. Buchen Corp.

9231 glenoaks blvd, sun valley, ca 91352

(818) 767-5408 • fax (818) 767-8654

RFI NO. 03 DATE: 10/6/17 Stringer to beam connection @2<sup>nd</sup> floor ref. detail 9/S700B



How does PAN LANDING WORK HERE?

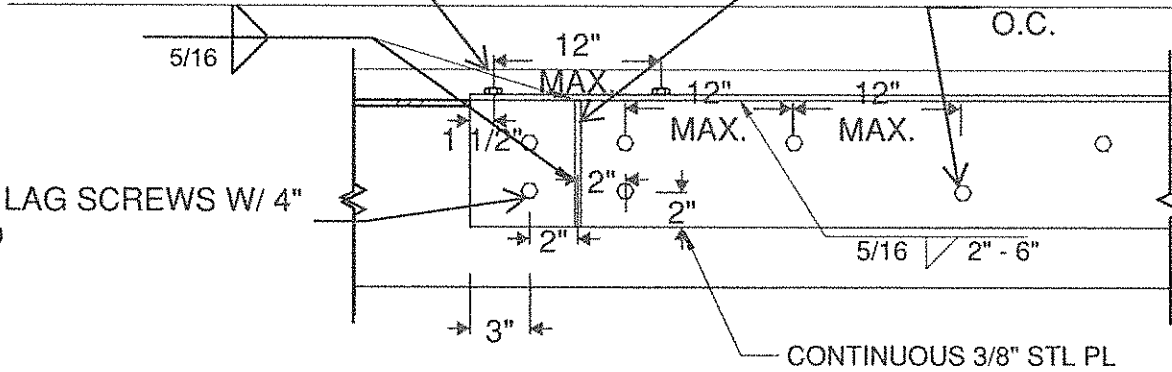
INTS

LIGHTWEIGHT TOPPING  
PER PLAN

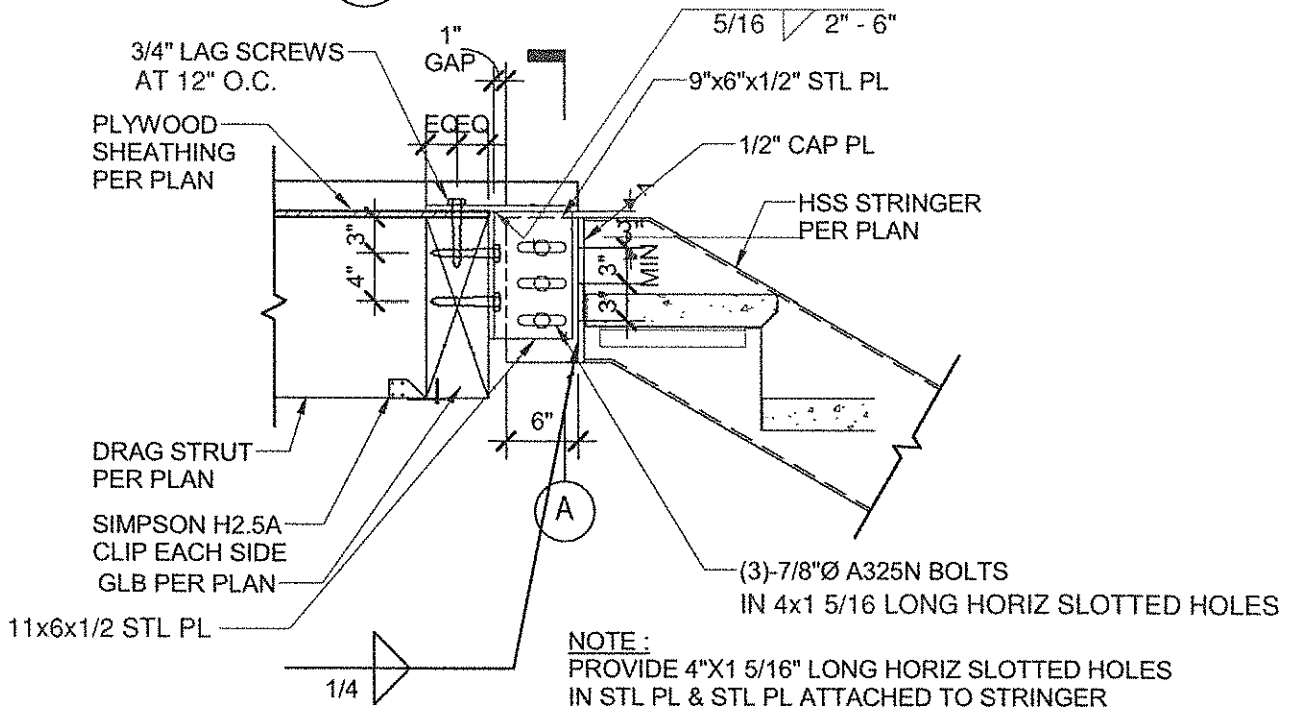
11X6X1/2 STL PLATES AT  
STRINGER LOCATIONS AND  
ONE INTERMEDIATE  
LOCATION

3/4" LAG SCREWS W/ 4"  
EMBED STAGGERED AT 12"  
O.C.

4) 3/4" LAG SCREWS W/ 4"  
EMBED



A



9

## STRINGER TO BM CONN

3/4" = 1'-0"

SSK033-01





# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 47

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-20-17

Discipline: Structural

Subject: Stringer attached to beam Connection @ 2nd floor RFI033

## DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

## QUESTION

In reference to RFI response 033, Per attached sketch SSK033, Please provide the following:

1. How does light weight concrete stop at cantilevered flat 3/8" plate? Please advise
2. Top landing needs a 1" over hang for the tread below. Currently not shown that way. Please advise
3. Required riser plate not shown. Please provide detail
4. Do not understand note upper right corner on sketch SSK033-01, plates at stringer locations and (One Intermediate Location). Please explain intermediate
5. Finish gap between GLB and stringer plate 9" x 6" x 1/2" will only be 1/2" after taking the stucco into consideration. Is 1/2" enough for the slip condition?

## SUGGESTION

Suggestion for 1st Question:

Weld a 2 1/2" steel closure plate 3 sides. It will act like a pan

## ANSWER

Response:

1. Per architect. Structural takes no exception with closure plate concept  
- Weld a 2 1/2" steel pclosure plate 3 sides. It will act like a pan.
2. Architect addressed - Yes, per detail 12/A-560.. Nosing typical top through bottom
3. See architectural drawings - Provide riser plate as shown on A560 details
4. Please provide one additional plate at midspan between both stair stringers to support continuous plate
5. 1/2" gap after stucco finish is acceptable. Comply with revised detail provided in CCD005.



**REQUEST FOR INFORMATION  
FOR SUBCONTRACTOR ACTION**

**RFI No. : 47**

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-20-17

Discipline: Structural

**Subject: Stringer attached to beam Connection @2nd floor RFI 033**

<b>RESPONSE DISTRIBUTION</b>		
<b>Company</b>	<b>Contact</b>	<b>Date Sent</b>
C. A. Buchen Corp	Jack Furdek	11/6/2017
Bernards	William Van Zee	11/6/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

**Question Initiated By:** Jack Furdek - C. A. Buchen Corp - Author Number: 13

**Submitted By:** Jack Furdek - C. A. Buchen Corp

Project: Marshall Elementary - New 6-8 Classroom Bldg.

**REQUEST FOR INFORMATION**

Job No. 1641.

2 of 2

Report Date: 11/6/2017



# REQUEST FOR INFORMATION

RFI No.: 47

To: Jose Arche  
Company: CSDA Design Group  
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-20-17  
Discipline: Structural

**Subject: Stringer attached to beam Connection @ 2nd floor RFI033**

**Response Requested By: 10-27-2017**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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### QUESTION

In reference to RFI response033,Per attached sketch SSK033, Please provide the following:

1. How does light weight concrete stop at cantilevered flat3/8" plate? Please advise
2. Top landing needs a1" over hang for the tread below. Currently not shown that way. Please advise  
Yes, per detail 12/A-560...nosing typical top thru bottom, CSDA.ja
3. Required riser plate not shown. Please provide detail  
PROVIDE riser plate as shown on A560 details, CSDA.ja
4. Do not understand note upper right corner on sketch SSK033-01, plates at stringer locations and (One Intermediate Location). Please explain intermediate
5. Finish gap between GLB and stringer plate 9" x 6" x 1/2" will only be 1/2" after taking the stucco into consideration Is 1/2" enough for the slip condition?

### SUGGESTION

Suggestion for 1st Question:

Weld a 2 1/2" steel closure plate 3 sides. It will act like a pan

### ANSWER

NC Response:

1. Per architect. Structural takes no exception with closure plate concept.
2. Architect to address.
3. See architectural drawings.
4. Please provide one additional plate at midspan between both stair stringers to support continuous plate.
5. 1/2" gap after stucco finish is acceptable. Comply with revised detail provided in CCD005.

By: DY/NC 10/30/17

Response Provided By: \_\_\_\_\_  
 Name Company Date

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 13

Submitted By: Jack Furdek - C. A. Buchen Corp



C.A. Buchen Corp.

9231 glenoaks blvd, sun valley, ca 91352

(818) 767-5408 · fax (818) 767-8654

REQUEST FOR INFORMATION

TO: Bernards Builders RFI NO. 13

DATE: 10/19/17

ATTN: Sahithya Mavillapalli CONTRACT NO. NA

PROJECT: Marshall Elementary School CABCO JOB #: A190

REFERENCE: Stringer to Beam Connection @ 2<sup>nd</sup> floor RFI No. 33

REQUEST:

Per attached sketch SSK033-01, please provide the following:

- 1) How does light weight concrete stop at cantilevered flat 3/8" plate? Suggestion: weld a 2 1/2" steel closure plate 3 sides. It will act like a pan. Please advise.
- 2) Top landing needs a 1" overhang for the tread below. Currently not shown that way. Please advise.
- 3) Required riser plate not shown. Please provide detail.
- 4) Do not understand note upper right corner on sketch SSK033-01, plates at stringer locations and (ONE INTERMEDIATE LOCATION). Please explain intermediate?
- 5) Finish gap between GLB and stringer plate 9" x 6" x 1/2" will only be 1/2" after you take the stucco into consideration. Is 1/2" enough for the slip condition?

DATE RESPONSE REQUIRED: ASAP

SIGNED: Jack Furdek

RESPONSE:

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# CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 33 R0

Date: 7/18/2018

### DESCRIPTION OF WORK

Original Canopy back into scope as per CD approved DSA (During VE \$30,374 was Removed for new design, that was not approved through DSA)

### SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
<b>Contractual Costs</b>		
Contingency Allocation		-31,390
	Subtotal:	-31,390

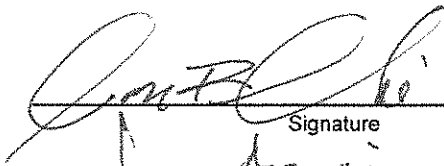
### SUMMARY OF ALLOCATIONS

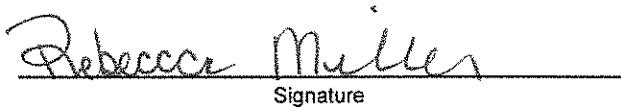
Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Original Canopy back into scope	JF Construction Corp	31,390
	Subtotal:	31,390
<b>Total Change Order Request Amount</b>		<b>0</b>

### ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

  
 Signature  
 Jose Arzate  
 Printed Name & Title  
 8/10/18  
 Date

  
 Signature  
 Rebecca Miller, Project Manager  
 Printed Name & Title  
 8/15/18  
 Date





# CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 35 R0

Date: 7/18/2018

## DESCRIPTION OF WORK

Add hand dryers Per RFI 171

## SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
<b>Contractual Costs</b>		
		-3,242
	Subtotal:	-3,242

## SUMMARY OF ALLOCATIONS

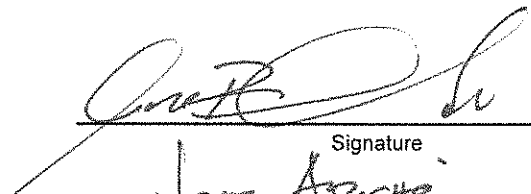

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
	YTI Enterprises Inc	3,242
	Subtotal:	3,242 ✓

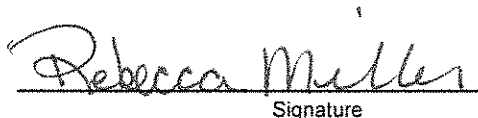

**Total Change Order Request Amount      0**

## ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

  
 \_\_\_\_\_  
 Signature  
  
 \_\_\_\_\_  
 Printed Name & Title  
 8/13/18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature  
  
 \_\_\_\_\_  
 Printed Name & Title  
 8/15/18  
 \_\_\_\_\_  
 Date

**YTI Enterprises, Inc.**  
**License # 830286**  
**DIR #1000005750**

1260 S.State College Pkwy  
 Anaheim, CA 92806  
 Ph# 714-817-9637  
 Fax# 714-817-9428

May 9, 2018

TO: BERNARDS

ATTN: SAHITHYA

RE: MARSHAL ES NEW 6-8 CLASSROOM BLDG C/O #2 RFI #171

<u>Add</u>	<u>MODEL #</u>	<u>DESCRIPTION</u>	<u>COST</u>
<u>QTY</u>			
6ea	XRA52-Q974	World Hand Dryers	
		AMOUNT	\$2,514.00
		TAX	\$201.12
		SUBTOTAL	\$2,715.12
		10% OVERHEAD 5% PROFIT	\$467.27
		SUBTOTAL	\$3,122.39
		UPS SHIPPING 6 BOXES	\$120.00
		FINAL TOTAL	\$3,242.39

<b>Please Issue a Change Order in the amount of</b>	<b>\$3,242.39</b>
---	-------------------

On acceptance of this Change Order Request please sign and fax it back to us.  
 Salesman

Larry Boyd

APPROVED BY \_\_\_\_\_

ACCEPTED \_\_\_\_\_ DATED: \_\_\_\_\_

SALES CONTACT: LARRY BOYD  
 Email: YTILarry@gmail.com

**PLANS DATED:**

**ADDENDUM NOTED:**

**Exclusions:** This quote excludes all backing, blocking, anchor plates, caulking, any mirrors not noted above, pipe wrap / under lav. Guards, installation of hand dryers (FOB jobsite only), fillers of any kind, items not shown on plans, signs, electrical, demolition, any patching / repairing of floor / wall / ceiling, final cleaning, plumbing, jobsite security, after hours – night and weekend work, waiver of subrogation and bond.

This Quotation is based on our interpretation of the plans & specifications. If not accepted within 60 days of the date stated above this quotation is void. Seller reserves the right to withdraw this proposal at any time or to correct errors or make revisions. Any alterations or deviations from above specifications involving extra costs will be executed upon and will become an extra charge over and above this estimate. Adequate backing by others is to be furnished in order to provide proper installation. Price includes standard insurance coverage of \$1,000,000.00 per occurrence. Any coverage greater than this amount will be an additional fee.





# REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 171

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 04-02-18

Discipline: Architectural

**Subject: Hand Dryers in Boys&Girls restroom**

## DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A-224		

## QUESTION

Please confirm if hand dryers are to be installed and please provide location and product requirements

## ANSWER

Response:

Yes, provide hand dryer, World dryer Model XRA<sup>1</sup> for Boys at west wall adjacent to lav's  
Girls at east wall adjacent to lav's  
Heights to be per detail 1/A-535.

Responded by Jose Arche on 03/31/18

## RESPONSE DISTRIBUTION

Company	Contact	Date Sent
YTI Enterprises Inc	Larry Boyd	4/2/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Sahithya Mavillapalli - Bernards  
Submitted By: Sahithya Mavillapalli - Bernards



# REQUEST FOR INFORMATION

**RFI No.: 171**

To: Jose Arche  
Company: CSDA Design Group  
Project: Marshall Elementary - New 6-8 Classroom Bldg.  
**Subject: Hand Dryers in Boys&Girls restroom**

Date: 03-27-18  
Discipline: Architectural

**Response Requested By: 04-03-2018**

### DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A-224		

### QUESTION

Please confirm if hand dryers are to be installed and please provide location and product requirements

### ANSWER

Yes, provide hand dryer, World dryer Model XRA' for Boys at west wall adjacent to lav's.  
Girls at east wall adjacent to lav's.

Heights to be per detail 1/A-535.

Response Provided By: Jose Arche CSDA 03/31/18  
 Name Company Date

**Question Initiated By:** Sahithya Mavillapalli - Bernards  
**Submitted By:** Sahithya Mavillapalli - Bernards

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 9/5/18

- Study Session: \_\_\_\_\_  
Closed Session: \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-11. Reports \_\_\_\_\_  
B. Hearings: \_\_\_\_\_  
C. Consent Agenda   X   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 \_\_\_\_\_

**Approve Out of State Travel Q Users Experience - Michigan (DeGenna/Mitchell)**

---

The Board’s approval is requested for Ms. Valerie Mitchell, Argelia Tellez, Anna Candelario, Danita Spence, and Sandra Mendoza to attend the Q User Experience Conference in Detroit, Michigan, October 1-5, 2018. This is the annual conference for the District’s Student Information System and the best professional development opportunity for this software.

The attendance of the team will provide state of the art training in the Student Information System Q.

**FISCAL IMPACT:**

Not to exceed \$7,000 for registration, travel and lodging plus expenses to be paid from the Information Technology Services Budget in General Fund.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Chief Information Officer, that the Board of Trustees approve the out of state conference as outlined above.

**ADDITIONAL MATERIAL:**

Attached: Q Users Experience Conference Information Sheet

# Save the Date!



## QUE National

### Student Information System User Conference

**OCTOBER 2, 3 & 4, 2018**

**DETROIT, MICHIGAN**

**Atheneum Suite Hotel and Conference Center**

- Early Bird Registration before August 1: \$285/person includes THREE days of sessions, lunches, snacks, and Wednesday evening event.
- Register after August 1: \$315/person includes THREE days of sessions, lunches, snacks, and Wednesday evening event.
- Early Bird Registration before August 1: \$185/person Includes Wednesday sessions only, lunches, snacks, and evening event.
- Register after August 1: \$215/person includes Wednesday sessions only, lunches, snacks, and evening event.
- Call The Atheneum Reservation Line at (800) 772-2323 before September 1, 2018 and mention the Que National Conference to receive the special group rate for hotel rooms.
- Registration information is available on the [www.qusersexperience.com](http://www.qusersexperience.com) website.
- If you have questions, or if you would like to present a session at the conference, contact Janell Craig at [eastern-dir@qusersexperience.com](mailto:eastern-dir@qusersexperience.com).

**QUE**  
**Users EXPERIENCE**  
[www.qusersexperience.com](http://www.qusersexperience.com)

OSD BOARD AGENDA ITEM

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

Date of Meeting: **09/05/2018**

- 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 \_\_\_\_\_

**REJECTION OF LIABILITY CLAIM: VCBA07733A1 (Vaca/Magaña)**

---

On November 1, 2017, the Oxnard School District received a verified claim form from claimant alleging that another student caused claimant to sustain a head contusion.

The claimant alleges that he was walking to class with another student and another student pushed claimant causing him to hit his head on a glass door.

**FISCAL IMPACT:**

There is no expected fiscal impact from this claim.

**RECOMMENDATION:**

Acting on the advice of Joint Powers Authorities, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA07733A1.

**ADDITIONAL MATERIAL:**

None

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Ana DeGenna

**Date of Meeting:** 9/5/18

- 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 \_\_\_\_\_

**Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2018-2019 (DeGenna/Thomas)**

---

On October 10, 2018, a Public hearing will be held at Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

**FISCAL IMPACT:**

This Public hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State law, Notice of Public Hearing will be posted from September 6, 2018.

**RECOMMENDATION:**

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees approve setting the date of October 10, 2018 for Public Hearing to determine sufficient textbooks or instructional materials.

**ADDITIONAL MATERIAL(S):**

Notice of Public Hearing- English/Spanish





# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

## NOTICE OF PUBLIC HEARING

On October 10, 2018, a public hearing will be held at the Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.



## DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

### Aviso de Audiencia Pública

El día 10 de octubre del 2018 se llevará a cabo una audiencia pública en la sesión de la Mesa Directiva del Distrito Escolar de Oxnard que comenzará a las 7:00 PM en el salón de conferencias del distrito, ubicado en el 1051 South "A" Street, Oxnard, California 93030. La audiencia tiene como propósito determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas. Se le ha solicitado a la Mesa Directiva que adopte una resolución determinando que cada alumno en el distrito cuenta con los suficientes libros de texto o los materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.



OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 5, 2018**

- A. Preliminary Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval to Set Date for Notice of Public Hearing re: Sunshine of the California School Employees Association’s (CSEA), Chapter #272 and the Oxnard School District’s (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)**

---

**EXECUTIVE SUMMARY (description of item):**

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (“CSEA”) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the September 19, 2018 board meeting.

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule September 19, 2018 for the Public Hearing for CSEA and the District’s proposals.

**ADDITIONAL MATERIAL(S):**

- Letter to Board of Trustees President dated 8/24/18 (two pages)
- Letter to CSEA Chapter 272 President dated 8/24/18, including District’s Initial Bargaining Proposals to CSEA for 2018-19 (three pages)
- Letter dated 6/19/18 from CSEA Chapter 272 President to District regarding CSEA 2018-19 Proposals (one page)



# OXNARD SCHOOL DISTRICT

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

August 24, 2018

Debra Cordes, President, Board of Trustees  
c/o Oxnard School District  
1051 South A Street  
Oxnard, California 93030

*Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547*

Dear President Cordes,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with CSEA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent, HR and Lead Negotiator  
Janet Penanhoat, Assistant Superintendent, Business Services  
Dr. Edd Bond, Director, Certificated Human Resources  
Chris Ridge, Director, Pupil Services  
Chantal Anderson, Principal  
Sally Wennes, Principal  
David Fateh, Director Facilities

Shristie Nair-Villano, Director, Classified Human Resources (neutral resource for both parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 7 (Evaluations), Article 9 (Pay Allowances), Article 13 (Health & Welfare Benefits), Article 29 Term of Agreement and any other articles mutually agreeable to both parties.

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the September 19, 2018 Board Meeting.

Sincerely,

**DR. JESUS VACA**  
Assistant Superintendent  
Human Resources and Support Services

cc: Janet Penanhoat, Assistant Superintendent, Business Services  
Dr. Edd Bond, Director, Certificated Human Resources  
Chris Ridge, Director, Pupil Services  
Sally Wennes, Principal  
Chantal Anderson, Principal  
David Fateh, Director Facilities  
Shristie Nair-Villano, Director, Classified Human Resources



# OXNARD SCHOOL DISTRICT

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

August 24, 2018

Shari Rascon, CSEA Chapter 272 President  
c/o Oxnard School District  
1051 South A Street  
Oxnard, California 93030

*Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547*

Dear Ms. Rascon,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA), Chapter #272 and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with CSEA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent, HR and Lead Negotiator  
Janet Penanhoat, Assistant Superintendent, Business Services  
Dr. Edd Bond, Director, Certificated Human Resources  
Chris Ridge, Director, Pupil Services  
Chantal Anderson, Principal  
Sally Wennes, Principal  
David Fateh, Director Facilities

Shristie Nair-Villano, Director, Classified Human Resources (neutral resource for both parties)

Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2017. The District plans to negotiate Article 7 (Evaluations), Article 9 (Pay Allowances), Article 13 (Health & Welfare Benefits), Article 29 Term of Agreement and any other articles mutually agreeable to both parties (see attachment).

Pursuant to the provisions of Government Code Section 3547, CSEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Relations Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

The public hearing and consideration of CSEA's and the District's initial proposals is scheduled for the September 19, 2018 Board Meeting.

Sincerely,

**DR. JESUS VACA**  
Assistant Superintendent  
Human Resources and Support Services

JV/pp

Enclosure

cc: Janet Penanhoat, Assistant Superintendent, Business Services  
Dr. Edd Bond, Director, Certificated Human Resources  
Chris Ridge, Director, Pupil Services  
Sally Wennes, Principal  
Chantal Anderson, Principal  
David Fateh, Director Facilities  
Shristie Nair-Villano, Director, Classified Human Resources



# OXNARD SCHOOL DISTRICT

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

*Dr. Jesus Vaca*  
*Assistant Superintendent*  
*Human Resources and Support Services*

*Shristie Nair-Villano*  
*Director, Classified Human Resources*

**Oxnard School District**  
**Initial Sunshine Proposal to the**  
**California School Employees Association, Chapter 272**

**2018-2019 Interest Based Problem Solving Proposals**

Article 7 Evaluations

- The District seeks to discuss Evaluations.

Article 9 Pay Allowances

- The District seeks to discuss salary for CSEA members.

Article 13 Health & Welfare Benefits

- The District seeks to discuss Health & Welfare Benefits for CSEA members.

Article 29 Term of Agreement

- The District seeks to discuss Term of Agreement.



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 272  
Initial Sunshine Proposal to the  
Oxnard School District  
2018-2019  
Interest Based Problem Solving Proposals**

**June 19, 2018**

**Dear Dr. Vaca,**

**CSEA wishes to negotiate the Articles listed below using the Interest Based Problem solving process for the 2018-2019 school year. Our proposal is to discuss the articles and reach a mutual understanding that will benefit both our Unit Members and the District administration. The Articles that our Unit Members recommended are:**

**Article 9 (Pay & Allowances)**

**CSEA wishes to discuss Articles 9.1.1, 9.1.2, 9.8.1.1, 9.10, 9.10.1, 9.11, 9.11.6 and the whole Article if necessary.**

**Article 12 (Employee Expenses & Materials)**

**CSEA wishes to discuss Article 12. The whole Article.**

**Article 13 (Health & Welfare Benefits)**

**CSEA wishes to discuss Articles 13.4.1, 13.6.1.4, 13.8 and the whole Article if necessary.**

**Article 16 (Leaves)**

**CSEA wishes to discuss Article 16.3 and the whole Article if necessary.**

**CSEA looks forward to beginning the process of negotiating in good faith and transparency with our partners in education, the Oxnard School District administration.**

**Respectfully,**

**Shari Rascon  
CSEA President  
Oxnard School District Chapter 272**

OSD BOARD AGENDA ITEM

Name of Contributor: **Shristie Nair**

Date of Meeting: **September 5, 2018**

- 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 (Nair)**

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**Establish**

a five hour and forty five minute 183 day Paraeducator III bilingual position number 9111 to be established in the Special Education department. This position will be established to provide support.

a five hour and forty five minute 183 day Paraeducator III bilingual position number 9112 to be established in the Special Education department. This position will be established to provide support.

**Abolish**

a six hour 246 day Office Assistant II position number 1692 to be abolished in the Special Education department. This position will be abolished due to the lack of work.

a two and a half hour 192 day Office Assistant II position number 2872 to be abolished at Frank school. This position will be abolished due to the lack of work.

**Increase**

a five hour 183 day Paraeducator II position number 13397 to be increased to 5.75 hours in the Special Education department. This position will be increased to provide additional support.

The following Language Assessment Technicians will be increased from 183 days to 246 days in the English Learner Services department. The positions will be increased to provide additional support.

- position number 2438
- position number 2439
- position number 2436
- position number 2441
- position number 2443



**FISCAL IMPACT:**

Cost for Paraeducators - \$58,336 Special Education

Savings for Office Assistant II – \$54,498 Special Education

Savings for Office Assistant II – \$13,354 Site funds

Cost for Paraeducator - \$3,760 Special Education

Cost for Language Assessment Technicians - \$43,955 Special Education

**RECOMMENDATION:**

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment and increase of the positions as presented.

**ADDITIONAL MATERIAL:**

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Shristie Nair**

Date of Meeting: **September 5, 2018**

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

**Personnel Actions (Vaca/Nair)**

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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 the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

**ADDITIONAL MATERIAL:**

- Classified Personnel Actions (two pages)
- Certificated Personnel Actions (one page)

## CLASSIFIED PERSONNEL ACTIONS

September 5, 2018

**New Hire**

Canales, Catalina	Health Care Technician, Position #9032 Pupil Services 7.0 hrs./183 days	08/14/2018
Rodriguez, Deborah C	Child Nutrition Worker, Position #1703 Itinerant 5.0 hrs./185 days	08/14/2018
Villagomez, Erika	Child Nutrition Worker, Position #2853 Ramona 5.0 hrs./185 days	08/14/2018

**Limited Term**

Espejel, Clara A	Paraeducator	08/09/2018
Naranjo, Cristina	Paraeducator	08/01/2018
Rodriguez, Anthony	Custodian	08/14/2018

**Exempt**

Alvarado, Maria	Campus Assistant	8/16/2018
Castillo, Lucy	Campus Assistant	8/16/2018
Garcia, Daisy	Campus Assistant	8/16/2018
Garcia, Victor	Campus Assistant	8/16/2018
Mendoza, Khristina	Campus Assistant	8/16/2018
Ortiz, Mary	Campus Assistant	8/16/2018
Palomar, Brian	Campus Assistant	8/16/2018

**Promotion**

Duchon, Jill	Child Nutrition Cafeteria Coordinator, Position #0281 McAuliffe 8.0 hrs./185 days Child Nutrition Worker, Position #2838 Driffill 4.0 hrs./185 days	08/13/2018
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**Increase in Hours**

Bradley, Arderick L	Instructional Materials Warehouse Attendant Driver, Position #8394 Educational Services 8.0 hrs./246 days Instructional Materials Warehouse Attendant Driver, Position #8394 Educational Services 4.0 hrs./246 days	08/20/2018
Fountain, Genesis K	District Textbook Coordinator, Position #2300 Educational Services 8.0 hrs./246 days District Textbook Coordinator, Position #2300 Educational Services 7.0 hrs./246 days	08/17/2018
Madrid, Tulsa	Adaptive Technology Technician, Position #1283 Special Education 8.0 hrs./183 days Adaptive Technology Technician, Position #1283 Special Education 6.5 hrs./183 days	08/27/2018

**Transfer**

Aguilar, Bertha A	Paraeducator II, Position #966 Special Education 5.75 hrs./183 days Paraeducator II, Position #2904 Special Education 5.75 hrs./183 days	08/14/2018
Garcia Herrera, Lucrecia M	Child Nutrition Worker, Position #2839 Elm 5.0 hrs./185 days Child Nutrition Worker, Position #2617 Itinerant 4.5 hrs./185 days	08/14/2018
Gonzalez, Julieta	Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days Child Nutrition Worker, Position #2854 Ramona 5.0 hrs./185 days	08/14/2018

Paz, Lorena	Office Assistant II, Position #2136 Kamala 8.0 hrs./203 days	09/04/2018
Romero, Vanessa P	Office Assistant II, Position #970 Brekke 8.0 hrs./203 days Child Nutrition Worker, Position #1588 Lemonwood 5.5 hrs./185 days Child Nutrition Worker, Position #2799 Lemonwood 5.0 hrs./185 days	08/14/2018

**Return from Leave of Absence**

Hernandez, Anabel	Paraeducator II, Position #2234 Fremont 5.75 hrs./183 days	08/06/2018
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**Leave of Absence**

Fernandez, Monica	Paraeducator III, Position #6172 Special Education 5.75 hrs./183 days	08/14/2018-06/15/2019
Miller, Linda	Paraeducator III, Position #2798 Special Education 5.75 hrs./183 days	08/20/2018-09/18/2018
Navarro, Maria	Child Nutrition Worker, Position #1832 Chavez 5.0 hrs./185 days	08/14/2018-09/03/2018

**Reinstatement**

Born, Cecilia B	Preschool Assistant, Position #1234 San Miguel 3.0 hrs./183 days	08/14/2018
Neally-Sportato, Shauna L	Health Care Technician, Position #9054 Pupil Services 7.0 hrs./183 days	08/14/2018

**Resignation**

Rivera, Winnie	Health Care Technician, Position #2944 Pupil Services 7.0 hrs./183 days	08/13/2018
Sanchez, Briana C	Child Nutrition Worker, Position #8887 Soria 5.0 hrs./185 days	08/24/2018

**CERTIFICATED PERSONNEL ACTIONS**

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

**New Hires**

Kessler, Joann	Teacher, Multiple Subject	08/14/2018
Lorenz, Melissa	Teacher, Multiple Subject	08/15/2018
Lozano, Michael	Teacher, Multiple Subject	08/15/2018
Uribe, Celeste	Teacher, RSP	08/14/2018
Perez, Griselda	Substitute Teacher	2018/2019 School Year
Velasquez, Justina	Substitute Teacher	2018/2019 School Year

**Resignation**

Leon, Almacynthia	Teacher	08/13/2018
Martinez, Karina	Teacher	08/13/2018

OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 5, 2018**

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

**Approval of the Variable Term Waiver in Speech Pathology for 2018-19 for Cinthya Torres (Vaca)**

The District is recommending that the Board of Trustees approve this action item for a *Variable Term Waiver in Speech Pathology*, as described under Education Code: 44265.3, for **Cinthya Torres** to serve as a Speech Pathologist at Lemonwood, K-8 School for the 2018/19 school year beginning August 14, 2018, while employee enrolls and finishes a credential program.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver in Speech Pathology for Cinthya Torres, as presented.

**ADDITIONAL MATERIAL:**

None

**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.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 5, 2018**

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

**Approval of Variable Term Waiver for Bilingual Authorization for 2018-19 for Sugrey Reyes (Vaca)**

The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver, as described under Education Code 44253.3, for Sugrey Reyes to serve as a Transitional Bilingual Education (TBE) first grade teacher at Sierra Linda, K-5 School for the 2018-19 school year beginning August 14, 2018, until the employee takes and passes the Spanish California Teacher of English Learners (CTEL) examinations and obtains bilingual authorization.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Sugrey Reyes for the 2018-19 school year, as presented.

**ADDITIONAL MATERIAL:**

None

**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.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **September 5, 2018**

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

**Ratification of Agreement/ MOU #18-105 with Butte County Office of Education/California Mini-Corps (Vaca)**

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The California Migrant Mini-Corps Program provides migrant students in our district with tutoring services. The tutors are hired through and supervised by the Butte County Office of Education. The tutoring services can occur during the regular school day, summer school, or Saturday School. There is no cost to the Oxnard School District for these services.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees ratify Agreement/MOU #18-105 with Butte County Office of Education/California Mini-Corps for tutoring services, as presented.

**ADDITIONAL MATERIAL:**

- Agreement/MOU #18-105 with Butte County Office of Education/California Mini-Corps (six pages)



**MEMORANDUM OF UNDERSTANDING  
FOR BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS  
AND OXNARD SCHOOL DISTRICT  
(2018-2019 FISCAL YEAR)**

This Agreement for Services ("Agreement") is made and entered into as of the 20<sup>th</sup> day of June, 2018, by and between the BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS ("BCOE"), a component of the California Master Plan for Migrant Education, P.L. 98-211, and OXNARD SCHOOL DISTRICT ("DISTRICT"), (together, "Parties").

**WHEREAS**, the primary objective of this agreement is for the purpose of providing California Mini-Corps program services for migratory students in the district.

NOW, THEREFORE, in order to implement and conduct the program during the 2018-2019 fiscal year, the Parties agree as follows:

1. **Services.** This Agreement is made and entered into for the provision of Program services for migratory students grades K-8 located within the Region, as further described in **Exhibits "A" and "B,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this agreement is contingent upon BCOE's receipt of funding. Services shall commence under this Agreement on July 1, 2018 and will continue until June 30, 2019, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Payment.** In the event additional Mini-Corps Tutors are requested beyond what is available to the region per BCOE's contract with the California Department of Education (CDE), District shall pay BCOE for the actual cost of the Services as described in **Exhibits "A" and "B"**.
4. **Termination.** It is expressly understood and mutually agreed that the success of the program is the condition for the continuation of this agreement. Either party may, at any time, with or without reason, terminate this Agreement. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
5. **Indemnification.** To the furthest extent permitted by California law, each party shall defend, indemnify, and hold harmless the other party, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the indemnifying party. The indemnifying party shall have the right to accept or reject any legal representation that the other party proposes to defend the indemnified parties.
6. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business. Certificates and insurance policies for each party shall name the other party and Tutors provided under this Agreement as additional insureds, and provide for not less than thirty (30) days' notice of cancellation or material charge. Parties shall provide each other with a certificate of insurance stating these conditions prior to the commencement of services under this Agreement. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California.
7. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore District agrees to comply with

applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy.

8. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
9. **Limitation of BCOE Liability.** Other than as provided in this Agreement, BCOE's financial obligations under this Agreement shall be limited to the provision of funding and expenses provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall BCOE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**BCOE:**

Butte County Office of Education  
Mini-Corps Sr. Director  
1760 Creekside Oaks Drive, Suite 190  
Sacramento, CA 95833  
FAX: (916) 929-2739  
ATTN: Juana Zamora

**DISTRICT:**

Oxnard School District  
Assistant Superintendent  
Human Resources & Support Services  
1051 South A Street  
Oxnard, CA 93030  
FAX:  
ATTN: Dr. Jesus Vaca

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
13. **Independent Contractor.** The BCOE, in the performance of its obligations under this Agreement, shall be and act as an independent contractor and at no time be considered the agent of District.
14. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
15. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any

subsequent breach of the same or any other term, covenant, or condition herein contained.

16. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
17. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
18. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
21. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
22. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
23. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
24. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: June 20, 2018

Dated: August 21, 2018

**BUTTE COUNTY OFFICE OF EDUCATION**

**OXNARD SCHOOL DISTRICT**

By: Juana Zamora

By: Jesus Vaca

Print Name: Juana Zamora

Print Name: Jesus Vaca

Print Title: Sr. Director

Print Title: Assistant Superintendent HR

**EXHIBIT "A"**  
**BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS**  
**DUTIES AND OBLIGATIONS**

UNDER THIS AGREEMENT BCOE AGREES TO:

1. Provide 4 or more Mini-Corps Tutors, subject to funding availability, to work with migratory students at select schools within the district, during the 2018-2019 fiscal year.
2. Most Tutors will use DIBELS assessment with select migrant students served. In some cases, 3<sup>rd</sup> – 8<sup>th</sup> grade students may be surveyed for the purpose of assessing our program services.
3. If puppetry tutors are requested for summer school, puppetry presentations may be conducted during summer school programs, depending on availability of trained Mini-Corps Tutors.
4. Provide the District with a Program Coordinator that will directly supervise Mini-Corps Tutors assigned to the region and will monitor Mini-Corps Tutors' work hours.
5. Ensure the Program Coordinator meets with District Administrator or designee to review the placement list and provide program updates as needed.
6. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
7. Provide professional development for Mini-Corps Tutors that will include but it is not limited to:
  - a. A minimum of 54 hours of training.
  - b. A Summer Institute Training in Sacramento, or alternate location, in June.
8. Develop all necessary recruitment announcements, posters, brochures, applications, etc.
9. Provide presentation(s) by Program Coordinator and Mini-Corps Tutor(s) at the local sites of the district on the Mini-Corps Program as needed.
10. Recruit former migratory high school students.
11. Recruit, select, and hire the Mini-Corps Tutors.
12. Ensure that all Mini-Corps staff obtains DOJ/FBI clearances before they are assigned to work at a school. If necessary, provide verification letters of fingerprint clearances to the district.
13. Ensure all Mini-Corps staff is covered under workmen's compensation insurance.
14. Ensure that all Mini-Corps Tutors have TB and Fingerprint clearance and have successfully passed a basic skills assessment set forth by BCOE hiring guidelines.
15. Work with Priority for Service (PFS) and other migratory students and be involved in traditional and non-traditional school activities.
16. Work cooperatively with District designee in making Mini-Corps Tutor placements during the fiscal year.
17. Communicate with designated staff regarding any problems or issues with Mini-Corps Tutor placements.
18. Take immediate action to remedy any problems regarding Mini-Corps program at all placement sites.
19. Supervise, observe, and monitor Mini-Corps Tutors that are providing instructional services to migratory students.
20. Complete an evaluation of the Mini-Corps Tutor with input from the master teacher for school year and summer program.
21. The Program Coordinator and Mini-Corps Tutors will attend local in-service trainings conducted by the region if needed.
22. Provide information to the district regarding Mini-Corps activities.

**Agreement for Mini-Corps Services – BCOE and Oxnard School District**



23. Meet with District staff as needed.
24. Schedule and provide presentations to Migrant Parent Advisory Council(s) if needed.
25. Schedule state staff business meetings and training sessions for the Program Coordinators so they can use the Trainer of Trainers model with the tutors that provide tutorial support to the migratory students served.
26. Additional Tutors:
  - a. If District requests additional Mini-Corps Tutor hours, BCOE shall invoice District for any additional Tutor slots/hours beyond the allocation in item number 1 above as provided in this section.
  - b. Rate: District will be invoiced for the actual cost of additional Mini-Corps Tutor hours at the rate of \$11.00/hr from July-December, 2018 and \$12.00/hr from January-June, 2019, including statutory benefits and the CDE approved indirect rate for BCOE.
27. Mini-Corps will provide District with a progress report from DIBELS assessment.
28. BCOE agrees to defend and hold District and its officers, agents and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof, caused by arising out of, or in any way related to "BCOE's" actions or omissions in the performance of this agreement. Butte County Office of Education shall maintain a liability insurance policy in amounts of not less than \$5 million per occurrence for bodily injury and \$5 million for property less than thirty (30) days notice of cancellation or material charge. A certificate of insurance stating these conditions shall be issued to the District by BCOE's insurance carrier. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California, which carries shall be reasonably satisfactory to the District. At the inception of the Agreement, BCOE shall furnish to the District a certificate of insurance or other evidence that such insurance is in effect.

**EXHIBIT "B"**  
**DISTRICT DUTIES AND OBLIGATIONS**

UNDER THIS AGREEMENT DISTRICT AGREES TO:

1. Identify the schools to be served by Mini-Corps Tutors where there is an academic need to provide tutorial and progress monitoring services to select migratory students.
2. District will identify schools to be served by Mini-Corps Tutors if puppetry tutors are requested for summer school. This request will be dependent on availability of trained Mini-Corps Tutors.
3. Distribute recruitment forms to their area staff.
4. Inform the Program Coordinator of regional parent meetings where the Program Coordinator can distribute program information.
5. Provide a list of graduating migratory students to Program Coordinator for recruitment purposes.
6. Assist in recruiting prospective Mini-Corps Tutors and participate in the interview panel as needed.
7. Inform schools, as needed, that Mini-Corps Tutors completed a basic skills assessment adopted by BCOE that meets the paraprofessional ESSA (Every Student Succeeds Act) requirement guidelines and Department of Justice (DOJ)/Federal Bureau of Investigation (/FBI) clearances.
8. Submit a request for Mini-Corps Tutors for college/university based and/or special projects with dates of program, work hours, site contact person, etc., if applicable.
9. Collaborate and coordinate with Program Coordinator to ensure that Mini-Corps Tutors assist and participate in educational activities such as Student/Parent Conferences, Saturday Schools, or Leadership Conferences.
10. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
11. Confer with the Program Coordinator on the placement, program schedule changes and reassignments of Mini-Corps Tutors during the fiscal year.
12. Notify the Program Coordinator of local trainings in which Mini-Corps staff can attend.
13. Notify the Program Coordinator of meetings where the Program Coordinator's presence is required.
14. Contact the Mini-Corps Program when there is a problem impacting the programs.
15. Provide Mini-Corps Tutors with instructional material to work with migrant children during special projects or summer programs.
16. If District requests additional Mini-Corps Tutor slots/hours, as provided in **Exhibit "A"**, District will be invoiced for the actual costs beyond the allocation stipulated in **Exhibit "A"**.

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 9/5/18

**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 \_\_\_\_\_

**Approval of Amendment #1 to Lease-Leaseback Agreements #17-215, #17-216, and #17-217 between the Oxnard School District and Viola Inc. to provide Lease-Leaseback Construction Services for the Ramona Kindergarten Project (Penanhoat/Fateh/CFW)**

At the meeting of November 1, 2017, the Board of Trustees ("Board") approved the selection of Viola Inc., to provide preconstruction and construction services utilizing the Lease Leaseback ("LLB") method of delivery to construct a modular two-classroom building at the existing Ramona Elementary School site.

At the time that these agreements were executed, it was determined that the Guaranteed Maximum Price ("GMP") for the construction of this facility would be negotiated after DSA approval of the design.

The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.

**FISCAL IMPACT**

The Lease-Leaseback Agreements provide for the construction of a new modular building consisting of two classrooms at Ramona as reflected in the Flewelling and Moody DSA approved architectural plans for a total Guaranteed Maximum Price ("GMP") of:

**Eight Hundred Thirty-Four Thousand Two Hundred Dollars and Eighty-Four Cents (\$834,200.84)** to be paid out of Master Construct and Implementation Funds.

All expenditures related to the proposed agreements will be cost coded to Ramona Kindergarten Project under the object code 06270 – Main Construction Costs.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #1 to the Lease-Leaseback Agreements #17-215, #17-216 and #17-217, with Viola Inc., to provide Construction Services related to the Ramona Kindergarten Project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

**ADDITIONAL MATERIAL(S):**

Attached:

- *Amendment #1 to LLB Agreements #17-215, #17-216 and #17-217 Viola Inc. (2 Pages)*
- *Exhibit A – CSA #17-215 (5 Pages)*
- *Exhibit B – CSA #17-215 (4 Pages)*
- *Exhibit A – Site Lease #17-216 (1 Page)*
- *Construction Services Agreement #17-215, Viola Inc. (30 Pages)*
- *Site Lease Agreement #17-216, Viola Inc. (9 Pages)*
- *Site Sub-Lease Agreement #17-217, Viola Inc. (14 Pages)*



Amendment #001 to Viola Inc. Lease/Leaseback Agreements for the  
Ramona Kindergarten Project

At the Regular Board Meeting of Wednesday November 1, 2017, the Board of Trustees approved the District to enter into agreements with Viola Inc. for the Ramona Kindergarten Project. Those Documents include; Construction Services Agreement #17-215, Site Lease #17-216 and Sublease #17-217. The Board of Trustees authorizes the District staff to make the following changes to the agreements for execution:

1. Construction Services Agreement #17-215, page 5, SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE, Paragraphs 1 and 2 shall be replaced with the following:

“The “GMP” for the Project shall be **Eight Hundred Thirty-Four Thousand Two Hundred Dollars and Eighty-Four Cents (\$834,200.84)**. The GMP consists of (1) No Preconstruction Fee, (2) a Sublease Tenant Improvement fee of **Seven Hundred Ninety-Four Thousand Four Hundred Seventy-Seven Dollars and Zero Cents (\$794,477.00)** and (3) Sublease Payments in the amount of **Six Thousand Six Hundred Twenty Dollars and Sixty-Four Cents (\$6,620.64)** per month for 6 months, for a total lease value of **Thirty-Nine Thousand Seven Hundred Twenty-Three Dollars and Eighty-Four Cents (\$39,723.84)** pursuant to terms and payment schedule as amended and set forth in the Sublease. THE “GMP” WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

2. Construction Services Agreement #17-215, page 5, SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE, Paragraph 2, line 1, shall also incorporate Exhibit B as part of the Scope of Work.
3. Construction Services Agreement #17-215, page 11, SECTION 12 PERSONNEL ASSIGNMENT, in Paragraph A; “Patrick Waid” shall be inserted in the two blank lines.
4. Construction Services Agreement #17-215, “EXHIBIT A”, provided as part of this amendment shall be incorporated into this Construction Services Agreement. This exhibit includes five (5) pages; Bidding Documents Table of Contents (3 pages) and Architectural Drawings Index (2 pages).
5. Construction Services Agreement #17-215, “EXHIBIT B”, shall incorporate the additional four (4) pages provided in this amendment; Schedule of Values (2 pages) and Bid Sheet (2 pages).

6. Site Lease Agreement #17-215, page 9, EXHIBIT A, replace this page with the one (1) page provided in this amendment.
7. Site Sublease Agreement #17-217, page 13, EXHIBIT A, paragraph 4, change the annual interest rate to Six Percent (6%).
8. Site Sublease Agreement #17-217, pages 13-14, EXHIBIT A, after paragraph 4, the matrix for Lease Payment Amounts shall be amended as follows:

Date of Payment	(A) Total Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	\$6,223.40	\$397.24	\$6,620.64
30 days thereafter	\$6,285.64	\$335.00	\$6,620.64
30 days thereafter	\$6,348.49	\$272.15	\$6,620.64
30 days thereafter	\$6,411.98	\$208.66	\$6,620.64
30 days thereafter	\$6,476.10	\$144.54	\$6,620.64
30 days thereafter	\$6,540.86	\$79.78	\$6,620.64

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Amendment effective as of the date first above written.

**CONTRACTOR**

Viola Inc.  
 1144 Commercial Avenue  
 Oxnard, CA 93031  
 Patrick Waid, Operations Manager

**THE DISTRICT**

Oxnard School District,  
 a California school district  
 1051 South A Street  
 Oxnard, California 93030

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

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

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

Title: Director, Purchasing

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

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

# Exhibit A

## Bidding Documents

### TABLE OF CONTENTS

#### **DIVISION 0 - BIDDING/CONTRACT REQUIREMENTS**

00001	Project Title Page
00008	Project Directory
00010	Table of Contents

#### **DIVISION 1 ~ GENERAL REQUIREMENTS**

01 01 00	Summary of the Work
01 01 50	Contractors use of the Premises
01 05 50	Storm Water Pollution Prevention Plan (SWPPP)
01 06 00	Regulatory Requirements
01 20 00	Project Meetings
01 30 00	Submittals
01 31 00	Project Management and Coordination
01 34 00	Shop Drawings & Samples
01 35 00	Special Project Procedures
01 40 00	Testing and Inspection
01 40 50	Testing Laboratory Services
01 43 00	Quality Control
01 50 00	Temporary Facilities
01 58 13	Temporary Project Signage
01 63 00	Product Options and Substitutions
01 65 50	Product Handling
01 70 00	Contract Closeout
01 73 50	Selective Demolition
01 77 40	Warranties
01 78 00	Operating & Maintenance Manuals
01 78 50	Project Records
01 79 00	Cleaning

#### **DIVISION 2 ~ SITE WORK**

02 11 00	Demolition
02 22 50	Site Prep and Clearing
02 22 20	Excavation and Backfill for Structures
02 31 00	Excavating, Backfilling, and Compacting for Utilities
02 31 60	Excavating, Backfilling, and Compacting for Pavement
02 31 90	Base Course
02 36 00	Termite Control
02 63 00	Storm Drainage Systems
02 71 00	Asphaltic Concrete Paving
02 72 00	Portland Cement Concrete Paving
02 83 10	Chain Link Fencing and Gates

**DIVISION 3 ~ CONCRETE**

03 31 00 Concrete Work

**DIVISION 4 ~ MASONRY**

NOT USED

**DIVISION 5 ~ METALS**

05 50 00 Metal Fabrications

**DIVISION 6 ~ WOOD AND PLASTICS**

NOT USED

**DIVISION 7 ~ THERMAL AND MOISTURE PROTECTION**

07 90 00 Joint Sealers

**DIVISION 8 ~ DOORS AND WINDOWS**

NOT USED

**DIVISION 9 ~ FINISHES**

09 26 90 Miscellaneous Patching

09 90 00 Painting

**DIVISION 10 ~ SPECIALTIES**

10 14 00 Identifying Devices

10 80 00 Toilet Accessories

**DIVISION 11 ~ EQUIPMENT**

NOT USED

**DIVISION 12 ~ FURNISHINGS**

NOT USED

**DIVISION 13 ~ SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 ~ VERTICAL TRANSPORTATION**

NOT USED

**DIVISION 21 ~ FIRE SUPPRESSION**

NOT USED

**DIVISION 22 ~ PLUMBING**

22 05 00 Common Work Results for Plumbing  
22 05 13 Basic Plumbing Materials and Methods  
22 05 53 Plumbing Identification  
22 10 00 Plumbing

**DIVISION 23 ~ HEATING, VENTILATING, AND AIR CONDITIONING**

NOT USED

**DIVISION 26 ~ ELECTRICAL**

26 05 00 Common Work Results for Electrical  
26 05 13 Basic Electrical Material and Methods  
26 05 19 Low-Voltage Wires (600 Volt AC)  
26 05 26 Grounding and Bonding  
26 05 33 Raceways, Boxes, Fittings, and Supports  
26 24 16 Panelboards and Signal Terminal Cabinets

**DIVISION 27 ~ COMMUNICATIONS**

27 10 00 Structured Telecommunications Cabling and Pathway System

**DIVISION 28 ~ ELECTRONIC SAFETY AND SECURITY**

28 31 00 Fire Detection and Alarm

**DIVISION 31 ~ EARTHWORK**

NOT USED

**DIVISION 32 ~ EXTERIOR IMPROVEMENTS**

NOT USED

**DIVISION 33 ~ UTILITIES**

33 11 00 Site Water Distribution Utilities  
33 30 00 Site Sanitary Sewer Utilities

**END OF TABLE OF CONTENTS**

# EXHIBIT A

## Architectural Drawings Index

OXNARD SCHOOL DISTRICT

### RAMONA ELEMENTARY SCHOOL KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION

804 COOPER RD  
OXNARD, CALIFORNIA 93030

IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT

APP03 119033

AC *PTN* FLS *BS* SS *EY*

DATE JAN 14 2018

79 SHEETS TOTAL + DSA 103  
+ SPECS.

PTN. 72538-103

A0.01 TITLE SHEET

### ARCHITECTURAL

- A0.02 ABBREVIATIONS, SYMBOL LIST, NOTES AND LEGENDS
- A1.00 OVERALL SITE PLAN
- A1.01FA SITE PLAN FIRE ACCESS
- A1.02 PARTIAL DEMOLITION SITE PLAN
- A1.03 PARTIAL RECONSTRUCTION SITE PLAN
- A1.04 SITE FENCE, GATE & PAVING DETAILS
- A1.05 SIGNAGE DETAILS
- A2.01 FLOOR PLAN
- A3.01 EXTERIOR AND INTERIOR ELEVATIONS, & DETAILS

### PLUMBING

- P.1 PLUMBING FRONT SHEET
- P.2 PLUMBING SITE PLAN

### ELECTRICAL

- E1.0 ELECTRICAL FRONT SHEET
- E-1.1 ELECTRICAL SINGLE LINE DIAGRAM
- E-2.0 ELECTRICAL SITE PLAN
- E-2.1 ELECTRICAL FLOOR PLAN
- E-3.0 ELECTRICAL DIAGRAMS

### FIRE ALARM

- FA-1.0 FIRE ALARM FRONT SHEET
- FA-1.1 FIRE ALARM RISER DIAGRAM & CALCS.
- FA-2.1 FIRE ALARM FLOOR PLAN

### FOUNDATION

#### -- SEISMIC Ss UP TO 2.80G --

- F-2.11 CONCRETE FOUNDATION PLAN -- BELOW GRADE -- CONCRETE FLOOR
- F-2.50 CONCRETE FOUNDATION DETAILS -- BELOW GRADE
- F-2.51 FOUNDATION DETAILS -- CONCRETE

### STRUCTURAL "HIGH SEISMIC"

#### -- SEISMIC Ss UP TO 2.80G --

- S-0.1 STRUCTURAL SPECIFICATIONS
- S-1.11 FLOOR FRAMING PLAN -- CONCRETE FLOOR
- S-1.60 FLOOR FRAMING DETAILS -- CONCRETE FLOOR
- S-2.03 ROOF FRAMING PLAN -- PARAPET -- MONO SLOPE
- S-2.50 ROOF FRAMING DETAILS -- MONO SLOPE
- S-2.60 ROOF FRAMING DETAILS
- S-2.70 ROOF FRAMING DETAILS -- PARAPET
- S-2.90 ROOF FRAMING DETAILS -- TRUSS
- S-3.01 BUILDING SECTION -- MONO SLOPE ROOF
- S-5.00 WALL FRAMING ELEVATIONS -- WOOD STUDS
- S-5.10 WALL FRAMING DETAILS -- WOOD STUDS
- S-5.11 WALL FRAMING DETAILS -- WOOD STUDS

## MANUFACTURER'S DRAWINGS

### ARCHITECTURAL

A-0	COVER SHEET
A-0A	T & I FORMS
A-0.0	BUILDING OPTIONS SCHEDULE
A-0.1	SYMBOLS LEGEND, ABBREVIATION, AND ADA SIGNAGE
A-0.2	SCHEDULES
A-0.3	TYPICAL KEY PLANS- 24' TO 120'X40'
A-0.6D	ENERGY CALC'S- ELC FORMS- 120'X40' BUILDING
A-0.6E	ENERGY CALC'S- LTO/MCH FORMS- 120'X40' BUILDING
A-0.6F	ENERGY CALC'S- LTI FORMS- 120'X40' BUILDINGS
A-0.7	DESIGN ENERGY VALUES BY ZONE & CALGREEN SPECIFICATIONS
A-1.03	FLOOR PLAN- 48' TO 120'X40'
A-2.03	REFLECTED CEILING PLAN - 48' TO 120'X40'
A-2.20	CEILING DETAILS - T-GRID
A-2.21	CEILING DETAILS - HARD LID
A-3.33	ROOF PLAN - PARAPET - MONO SLOPE 48' TO - 120'X40'
A-3.80	ROOF DETAILS- TPO ROOF
A-4.23	EXTERIOR ELEVATIONS - MONO OR DUAL SLOPE 48' TO 120'X40' (PARAPET)
A-5.01	CROSS SECTION - MONO SLOPE - 0.018",B.U., OR TPR ROOF DECK OR PARAPET
A-5.05	CROSS SECTION
A-5.51	ARCHITECTURAL DETAILS - WOOD STUD - PLASTER
A-5.70	ARCHITECTURAL DETAILS - FLOOR
A-5.80	ARCHITECTURAL DETAILS - MISCELLANEOUS/OPTIONS
A-5.81	ARCHITECTURAL DETAILS - MISCELLANEOUS/OPTIONS
A-6.03	INTERIOR ELEVATIONS - 48' TO 120'X40'

## PLUMBING

P-1.01	PLUMBING DETAILS AND SCHEDULE
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### MECHANICAL

M-0.1	MECHANICAL NOTES, SCHEDULES AND DETAILS
M-4.01	MECHANICAL PLAN - ROOF MOUNT - 48' TO 120'X40'
M-4.02	MECHANICAL ROOF PLAN - ROOF MOUNT - 48' TO 120'X40'

### ELECTRICAL

E-1.03	ELECTRICAL PLAN - 48' TO 120'X40'
--------	-----------------------------------

### SITE SPECIFIC SHEETS

A-0N	COVER SHEET
A-0.2N	SCHEDULES
A-0.6.1N	TITLE 24
A-0.6.2N	TITLE 24
A-0.6.3N	TITLE 24
A-1.03N	FLOOR PLAN - 48' TO 120'X40'
A-2.03N	REFLECTED CEILING PLAN - 48' TO 120'X40'
A-4.23N	EXTERIOR ELEVATIONS - MONO OR DUAL SLOPE - 48' TO 120'X40' (PARAPET)
A-6.03N	INTERIOR ELEVATIONS - 48' TO 120'X40'
F-2.11N	CONCRETE FOUNDATION PLAN - BELOW GRADE - CONCRETE FLOOR
F-2.50N	CONCRETE FOUNDATION DETAILS - BELOW GRADE
P-1.02N	PLUMBING ISOMETRICS
M-4.01N	MECHANICAL PLAN - ROOF MOUNT - 48' TO 120'X40'
M-4.02N	MECHANICAL ROOF PLAN - ROOF MOUNT - 48' TO 120'X40'
E-1.03N	ELECTRICAL PLAN - 48' TO 120'X40'



"EXHIBIT B"



Prime Contract  
1

Viola Incorporated  
PO BOX 5624  
Oxnard, California 93031  
Phone: (805) 487-3871  
Fax: (805) 487-3870

Project: 17-25 - Ramona Elementary School New Addition  
804 Cooper RD  
Oxnard, California 93030  
Phone: 8054873871

**Ramona Elementary School New Addition Prime Contract**

**OWNER/CLIENT:** Oxnard Unified School District  
1051 South A Street  
Oxnard, California 93030

**CONTRACTOR:** Viola Inc.  
PO Box 5624 1144 Commercial Avenue  
Oxnard, California 93031

**ARCHITECT/ENGINEER:**

**DATE CREATED:** 07/12/ 2018

**CONTRACT STATUS:** Draft

**CREATED BY:** Patrick Waid (Viola Inc.)

**EXECUTED:** No

**SIGNED CONTRACT RECEIVED DATE:**

**SUBSTANTIAL COMPLETION DATE:**

**ORIGINAL SUBSTANTIAL COMPLETION DATE:**

**START DATE:** 08/30/2018

**ESTIMATED COMPLETION DATE:** 11/30/2018

**DEFAULT RETAINAGE:** 0.0%

**ACTUAL COMPLETION DATE:**

**DESCRIPTION:**  
Kindergarten Flex Classroom Building Addition

**INCLUSIONS:**

**EXCLUSIONS:**

**ATTACHMENTS:**

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	00-72-00 - General Conditions	General Conditions	Other	\$ 190,078.00
2	01-32-23 - Survey and Layout Data	Field Engineering Survey	Commitment	\$ 5,260.00
3	31 - Earthwork	Earthwork Grading and Export	Commitment	\$ 99,155.00
4	32-12-16 - Asphalt Paving	Asphalt Paving and Concrete	Commitment	\$ 27,696.00
5	32-31-00 - Fences and Gates	Fences and Gates	Commitment	\$ 11,726.00
6	03-30-00 - Cast-in-Place Concrete	Cast in place concrete	Commitment	\$ 104,450.00
7	05-50-00 - Metal Fabrications	Metal fabrications	Commitment	\$ 13,750.00
8	10-14 - Signage	Signage	Commitment	\$ 3,450.00
9	06-10-53 - Miscellaneous Rough Carpentry	Miscellaneous Carpentry	Commitment	\$ 20,000.00
10	07-92-00 - Joint Sealants	Joint sealants	Commitment	\$ 774.00
11	09-24-00 - Cement Plastering	Plaster patch	Commitment	\$ 1,500.00
12	09-90-00 - Painting and Coating	Painting and Coatings	Commitment	\$ 3,500.00
13	22-00-00 - Plumbing	Plumbing	Commitment	\$ 47,679.00
14	26-00-00 - Electrical	Electrical	Commitment	\$ 85,000.00
15	01-21-13 - Cash Allowances	Overtime Premium time	Commitment	\$ 25,939.00
16	01-21-23 - Installation Allowances	Misc Cutting and Breaking/AC and Concrete patching	Commitment	\$ 28,000.00
17	01-21-29 - Quantity Allowances	DSA Plancheck Corrections	Commitment	\$ 22,800.00
18	01-21-26 - Product Allowances	Misc Irrigation and Landscape repair	Commitment	\$ 4,830.00
19	01-21-43 - Time Allowances	CGS Allowance	Commitment	\$ 20,000.00
20	01-21-16 - Contingency Allowances	Contingency Allowance	Commitment	\$ 20,000.00





**Prime Contract**  
**1**

21	01-01-30 - Contractor Fee	OHP	Commitment	\$ 51,491.00
22	01-01-10 - Bond	Performance Bond	Commitment	\$ 7,399.00
23	00-22-00 - Supplementary Instructions	Sublease Tenant Improvement Fee	Other	\$ 39,723.85
			<b>Grand Total:</b>	<b>\$834,200.85</b>

Oxnard Unified School District  
1051 South A Street  
Oxnard, California 93030

Viola Inc.  
PO Box 5624 1144 Commercial Avenue  
Oxnard, California 93031

*Robert A. Ward* 8.16.18

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CSI	Spec Section Name	#	Ramona	Subcontractor
01000	<b>General Conditions</b>	1	190,078	
01720	<b>Field Engineering (Survey)</b>	2	5,260	<b>Bener &amp; Carpenter</b>
02300	<b>Earthwork and export</b>	3		<b>Damar</b>
	<i>Mobilization</i>	4	5,000	
	<i>Demo/Clearing</i>	5	8,931	
	<i>RoughGrade</i>	6	68,447	
	<i>Fine Grade</i>	7	10,227	
	<i>Export spoils for footing/utility trenches</i>	8	6,550	
02600	<b>A/C Paving/ Site concrete</b>	9		<b>Toro</b>
	<i>Mobilization</i>	10	2,500	
	<i>5"pcc on 6"cmb per 6/A1.04</i>	11	10,196	
	<i>3" AC on 6" cmb</i>	12	6,000	
	<i>4" AC on 12" cmb</i>	13	7,000	
	<i>concrete mow strip</i>	14	0	
	<i>Seal Coat</i>	15	2,000	
02700	<b>Pavement Marking &amp; Bumpers</b>	16	500	
02820	<b>Fences &amp; Gates</b>	17	11,726	<b>Magnum</b>
02900	<b>Landscape &amp; Irrigation</b>	18	0	<b>Dufau</b>
	<i>Soil preparation</i>	19	0	
	<i>Sod installation</i>	20	0	
	<i>Plant removal</i>	21	0	
	<i>Cap adjust irrigation</i>	22	0	
	<i>Tree removal</i>	23	0	
	<i>Equipment move in/out</i>	24	0	
	<i>90 post maintenance</i>	25	0	
03300	<b>Cast in place Concrete</b>	26		<b>DJS</b>
	<i>Foundation/ Stemwalls</i>	27	70,000	
	<i>Rat slab w Stego</i>	28	12,450	
	<i>Reinforcing Steel</i>	29	22,000	
04200	<b>Masonry Touch up</b>	30	0	
05500	<b>Misc metal fab grates/embeds/DF posts</b>	31	13,750	<b>Goldcoast Erectors</b>
06610	<b>Misc. Carpentry - M &amp; T Concrete</b>	32	19,500	<b>M&amp;T</b>
07920	<b>Joint Sealants</b>	33	774	<b>M&amp;T</b>
09200	<b>Drywall at Staff bathrooms</b>	34	0	<b>M&amp;T</b>
09240	<b>Plaster Patch</b>	35	1,500	<b>M&amp;T</b>
09300	<b>Ceramic Tile</b>	36	0	<b>M&amp;T</b>
09700	<b>Painting, Coatings &amp; Wall Coverings</b>	37	3,500	<b>M&amp;T</b>
10200	<b>Signage</b>	38	3,450	<b>John Pence</b>
10150	<b>Toilet Partitions &amp; Accessories</b>	39		<b>John Pence</b>
15400	<b>Plumbing</b>	40		<b>Precision Plumbing</b>
	<i>Staff restroom material</i>	41	0	
	<i>Stormdrain reroute material</i>	42	2,500	
	<i>Condensate material</i>	43	1,500	
	<i>Sanitary Sewer material</i>	44	4,000	
	<i>Domestic Cold Water material</i>	45	4,000	
	<i>Staff restroom labor</i>	46	0	
	<i>Stormdrain reroute labor</i>	47	6,000	





#17-215

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November 2017, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ramona Elementary School, located at 804 Copper Road, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H 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 **Exhibits A and B** 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 **Exhibits A and B** (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

## #17-215

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 **Exhibits A and B** 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 **Exhibits A and B** 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

- 2 -

**#17-215**

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. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **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.
- G. **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.
- H. **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.
- I. **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.

## #17-215

- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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 Trustees, 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

- 4 -



## #17-215

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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was 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

- 5 -



## #17-215

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. Unused Contractor Contingency and Allowances at Project completion will 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 PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

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

**#17-215**

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to 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 where 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 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



## #17-215

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");

**#17-215**

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, make 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 Payment and, if applicable, the Sublease Payments.

- 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. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- 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.

- 10 -

## #17-215

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 Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid 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 open 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



#17-215

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

## #17-215

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 Cal OSHA 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

- 15 -

**#17-215**

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:

Viola Inc.  
1144 Commercial Ave.  
Oxnard, CA 93035  
Attn: Patrick Waid

#17-215

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 LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 Victoria Avenue, Suite #106  
Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017



**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.

#17-215


IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

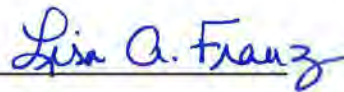
**CONTRACTOR**

Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

By:   
\_\_\_\_\_  
Title: CEO  
Date: 11/8/2017

By: Lisa A. Franz   
\_\_\_\_\_  
Title: Director, Purchasing  
Date: 11-28-17

#17-215

**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

## EXHIBIT B

### Oxnard School District – Ramona ES New Addition

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.



**2. Professional Constructability Review**

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## #17-215

### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

## #17-215

~~E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.~~

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

#17-215

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

**7. Schedule for Pre-Construction Services.**

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

**Viola Inc.:**

**OXNARD SCHOOL DISTRICT,  
a California school district:**



By: Michael T. Viola

Title: CEO

Date: 11/8/2017

By: Lisa A. Franz 

Title: Director, Purchasing

Date: 11-28-17





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2017

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

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

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Debbie Irwin <b>PHONE (A/C, No, Ext):</b> (805) 585-6100 <b>FAX (A/C, No):</b> (805) 585-6200 <b>E-MAIL ADDRESS:</b> dirwin@tolmanandwiker.com															
<b>INSURED</b> Viola Inc. P. O. Box 5624 Oxnard CA 93031		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Fire Ins Co</td> <td>21121</td> </tr> <tr> <td>INSURER B: West American Ins Co</td> <td>44393</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Co</td> <td>22314</td> </tr> <tr> <td>INSURER D: Everest National Ins Co</td> <td>010120</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Fire Ins Co	21121	INSURER B: West American Ins Co	44393	INSURER C: RSUI Indemnity Co	22314	INSURER D: Everest National Ins Co	010120	INSURER E:		INSURER F:	
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INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 17/18 GL/AU/XS/WC - REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 checked="" type="checkbox"/> OCCUR <b>X Owners &amp; Contractors</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	<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 <input type="checkbox"/> N/A	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Ramona Elementary School New Addition, Site Location: 804 Cooper Rd., Oxnard, CA 93030  
 GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185.  
 GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during the policy term.

<b>CERTIFICATE HOLDER</b> Oxnard School District 1055 South C 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 Greg Anderson/DEBBII <i>Greg Anderson</i>
--	---

COMMERCIAL GENERAL LIABILITY

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

As required by written contract signed by both parties prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

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

### **CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY**

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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



## 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. 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.

## SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as lessor, and Viola Inc. which is a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor") as lessee.

## RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") which will become Ramona Elementary School, located at 804 Copper Road, Oxnard, California 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

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

### **SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

### **SECTION 2. Term**

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease.

### **SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

- (a) The District has good title to the Site.

SITE LEASE AGREEMENT #17-216

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous

Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

**SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will



materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

**SECTION 5. Rental**

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

**SECTION 6. Purpose**

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

**SECTION 7. Termination**

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

**SECTION 8. Quiet Enjoyment**

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain

unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

**SECTION 9. No Liens**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

**SECTION 10. Right of Entry**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

**SECTION 11. Assignment and Subleasing**

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

**SECTION 12. No Waste**

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

**SECTION 13. Default**

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

**SECTION 14. Eminent Domain**

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in

Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

**SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

**SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 17. Notices**

Any notices or filings required to be given or made under this Site Lease 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:

Viola Inc.  
1144 Commercial Ave.  
Oxnard, CA 93035  
Attn: Patrick Waid

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 LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501



And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.  
1901 Victoria Avenue, Suite #106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

**SECTION 18. Construction Services Agreement and Sublease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

**SECTION 19. Binding Effect**

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**SECTION 20. Entire Agreement**

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

**SECTION 21. Execution in Counterparts**

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**SECTION 22. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

**SECTION 23. Applicable Law**

This Site Lease 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 24. Headings**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

**SECTION 25. Time**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

**CONTRACTOR:**

Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Attn: Patrick Waid

  
By: Michael T. Viola

Title: CEO

Date: 11/8/2017

**THE DISTRICT:**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

By: Lisa A. Franz 

Title: Director, Purchasing

Date: 11-28-17

SITE LEASE AGREEMENT #17-216

EXHIBIT A

Legal Description of Site

Will be Supplied and this Exhibit amended upon the Approval by  
the Division of State Architect of the State of California of the final  
Plans and Specifications

## **SUBLEASE**

This Sublease (hereinafter referred to as the "Sublease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as sub-lessee, Viola Inc. which is a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor") as sub-lessor.

### **RECITALS**

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") which will become improvements to Ramona Elementary School, 804 Copper Road, Oxnard, CA 93030 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

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

### **SECTION 1. Sublease**

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

**SECTION 2. Term**

(a) The term of the Sublease (the "Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

(1) The date the District takes beneficial occupancy of the final phase of the Project; or

(2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.

(b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

(1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or

(2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or

(3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

**SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

(a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.

(b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.

(c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.

(d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to



substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

**SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

**SECTION 5. Construction/Acquisition**

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually

appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

**SECTION 6. Payments**

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

**SECTION 7. Fair Rental Value**

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.



**SECTION 8. Sublease Abatement**

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

**SECTION 9. Use of Site and Project**

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

**SECTION 10. Contractor's Inspection/Access to Site**

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of

access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

**SECTION 11. Project Acceptance**

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

**SECTION 12. Alterations and Attachments**

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

**SECTION 13. Physical Damage; Public Liability Insurance**

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement.

**SECTION 14. Taxes**

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

**SECTION 15. Events of Default**

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is

misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

**SECTION 16. Remedies on Default**

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

**SECTION 17. Non-Waiver**

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

**SECTION 18. Assignment**

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.



**SECTION 19. Ownership**

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

**SECTION 20. Sublease Prepayments/Purchase Option**

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by

Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

#### **SECTION 21. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

#### **SECTION 22. Construction Services Agreement and Site Lease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

#### **SECTION 23. Severability**

If any one or more of the terms, covenants or conditions of this Sublease 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 this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 24. Entire Agreement**

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

**SECTION 25. Notices**

Any notices or filings required to be given or made under this Sublease 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:

Viola Inc.  
1144 Commercial Ave.  
Oxnard, CA 93035  
Attn: Patrick Waid

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 LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.  
1901 Victoria Avenue, Suite #106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

**SECTION 26. Titles**

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

**SECTION 27. Time**

Time is of the essence in this Sublease and each and all of its provisions.

**SECTION 28. Applicable Law**

This Sublease 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. Execution in Counterparts**

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**SECTION 30. District Insurance**

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.



SITE SUBLEASE AGREEMENT #17-217

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

**CONTRACTOR:**

Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

By:   
Michael T. Viola

Title: CEO

Date: 11/8/2017

**THE DISTRICT:**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

By:   
Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

**EXHIBIT A**  
**PAYMENT PROVISIONS**

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in an amount to be negotiated at GMP on a per month basis. The Sublease payments shall be in consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and be negotiated at GMP for a period of twelve (12) months beginning as stated in **Section 2** above and using the structure below.

The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **Three Percent (3.0%)**:

<b>Date of Payment</b>	<b>(A) Total Lease Payment</b>	<b>(B) Total Interest Due on Lease Payment</b>	<b>Total Lease Payment plus interest due by District to Contractor (A + B)</b>
30 Days after execution of Memorandum of Commencement	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__

SITE SUBLEASE AGREEMENT #17-217

30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__
30 days thereafter	\$Numeric Lease Payments/12	\$__	\$__

**Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein.

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 9/5/18

**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 Emergency Resolution #18-10 and Ratification of Change Order No. 001 to Construction Services Agreement #17-212 with Viola Constructors Inc. for the Kinder/Flex project at McAuliffe Elementary School (Penanhoat/Fateh/CFW)**

The Oxnard School District is in the process of placing a new modular building on the campus of McAuliffe Elementary School in order to provide additional classroom space for the Kinder/Flex Project. As part of this process, improvements to soils conditions were warranted to accommodate the placement of the new building. Upon testing of the soils for the purposes of disposal, results indicated that residual concentrations of pesticides were present.

The costs of contaminated soils removal from the McAuliffe site are larger than 10% of the project construction cost. For this reason, approval of Emergency Resolution #18-10 has been requested.

An emergency situation existed in that it was imperative that the contaminated soils be disposed as quickly as possible per the Environmental Consultant's recommendation, so that students and staff are not exposed to these soils, as well as to maintain compliance with State of California hazardous waste regulations (California Code of Regulations (CCR) Title 22, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste)). In an effort to expeditiously achieve this, the District with the recommendation of CFW has taken actions to dispose of these soils by performing the necessary testing; arranging for their proper disposal with the appropriate landfill facilities; and successfully disposing of the materials excavated to-date according to applicable standards.

The contract for contaminated soils haul-off to the landfill, in compliance with the State of California, Department of Toxic Substances Control, will be executed as a change order on a lump sum basis at a cost of \$417,326.08.

Change Order No. 001 provides for the Board's consideration and ratification of one (1) change order; PCO #003 with the following scope of work.

- PCO #003 – Contaminated Soil and Mitigation

### **FISCAL IMPACT**

**Four Hundred Seventeen Thousand Three Hundred Twenty-Six Dollars and Eight Cents (\$417,326.08)** to be paid out of the Master Construct and Implementation Funds.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Emergency Resolution #18-10, and ratify Change Order No. 001 to Construction Services Agreement #17-212 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at McAuliffe Elementary School.

### **ADDITIONAL MATERIAL**

**Attached:**

- Emergency Resolution #18-10 (4 Pages)
- Change Order #001, Viola Constructors Inc. (2 Pages)
- PCO #003 (5 Pages)
- Construction Services Agreement #17-212 (25 Pages)

Oxnard School District

Resolution No. 18-10

EMERGENCY RESOLUTION TO APPROVE ENTERING INTO CONTRACTS FOR SERVICES RELATED  
TO THE NEEDED IMMEDIATE REMOVAL OF CONTAMINATED SOILS  
AT OXNARD SCHOOL DISTRICT - MCAULIFFE ELEMENTARY SCHOOL

WHEREAS, improvements to soil conditions are required in support of the placement of a modular building at Oxnard School District's ("the District's") McAuliffe Elementary School for the purposes of adding Kinder/Flex classroom space;

WHEREAS, soils within the footprint of this building have been tested to determine if there are contaminants present in the soil, and to determine the appropriate means of offsite disposal of the material;

WHEREAS, the results of the soils tests indicate that pesticide residues are present in the soil at levels that could potentially impact the long-term health of students and staff, as well as may be considered to be hazardous waste in the State of California;

WHEREAS, the District has reasonably determined the time necessary to publicly bid could potentially place students and staff at risk as a result of exposure to contaminated soils;

WHEREAS, an emergency situation exists in that it is imperative that the contaminated soils be removed as quickly as possible in order to mitigate the potential health risk to students and staff who use the facilities, and to satisfy hazardous waste disposal regulations, per California Code of Regulations (CCR) Title 22, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste);

WHEREAS, the District needed to promptly contract with one or more qualified contractors, engineers and specialists to perform the necessary soils assessment, excavation and disposal of contaminated soil present at the school site;

WHEREAS, in an effort to expeditiously achieve this, the District has taken actions to dispose of these soils by performing the necessary testing, arrange for their proper disposal with the appropriate landfill facilities, and successfully dispose of the materials excavated to-date according to the applicable standards;

WHEREAS, pursuant to Public Contract Code Section 1102 and 20113, in an emergency, when any repairs, alterations, work or improvement are necessary to permit the continuance of existing classes, or to avoid danger to life or property, the Board, by unanimous vote, with the

approval of the County Superintendent of Schools, may make a contract in writing or otherwise on behalf of the District for performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bids.

NOW, THEREFORE IT IS RESOLVED that this Board has determined by unanimous vote herein recorded that, pursuant to Public Contract Code Sections 1102 and 20113, for the reasons set forth above, an emergency exists; and

IT IS FURTHER RESOLVED THAT, upon approval of this Resolution by the Ventura County Superintendent of Schools, or designee, the Superintendent of Schools is authorized to contract in writing the performance of the work required without advertising bids.

PASSED and ADOPTED by unanimous vote of the members of the Governing Board of the Oxnard School District on September 5, 2018.

Signed:

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President of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

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Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT



**CLERK'S CERTIFICATE**

I, Ernie "Mo" Morrison, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #18-10 adopted at a regular meeting place thereof on the 5th day of September, 2018, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: September 5, 2018

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

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Dr. Cesar Morales, District Superintendent  
Secretary of the Governing Board, Oxnard School District

Approved by:

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Stanley C. Mantooh  
Ventura County Superintendent of Schools



# CHANGE ORDER

Date: 09.05.2018

CHANGE ORDER NO. 001

PROJECT: Kinder/Flex at McAuliffe Elementary  
 O.S.D. BID No. N/A  
 O.S.D. Agreement No. 17-212

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

ARCHITECT Flewelling and Moody  
 815 Colorado Blvd, Ste. 200  
 Los Angeles, CA 90041

CONTRACTOR:  
 Viola Constructors Inc.  
 1144 Commercial Ave  
 Oxnard, CA 93030  
 Attn: Pat Waid

Architects Proj. No.: 2781-200  
 D.S.A. File No.: 56-22  
 D.S.A. App. No.: 03-118732

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.....	\$ 839,826.71
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (000).....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 839,826.71
<b>NET CHANGE -</b>	<b>\$ 417,326.08</b>
Total Change Orders to Date: 001.....	\$ 417,326.08
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 001.....	\$ 1,257,152.79

Commencement Date: .....	April 19, 2018
Original Completion Date: .....	August 20, 2018
Original Contract Time: .....	123 Calendar Days
Time Extension for all Previous Change Orders: .....	000 Calendar Days
Time Extension for this Change Order: .....	000 Calendar Days
Adjusted Completion Date: .....	August 20, 2018
Percentage .....	(49.69%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #003 – Contaminated Soil and Mitigation	\$417,326.08			
2.					
3.					
4.					
5.	Totals	\$417,326.08			

Total Change Order No. 001 ..... \$ 417,326.08

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

**APPROVAL (REQUIRED):**

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

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

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

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

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

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

\_\_\_\_\_  
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

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

**APPROVAL (REQUIRED):**

BOARD APPROVAL

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

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

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

DSA APPROVAL

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



**PCO #003**

Viola Incorporated  
 PO BOX 5624  
 Oxnard, California 93031  
 Phone: (805) 487-3871  
 Fax: (805) 487-3870

**Project:** 17-24 - McAuliffe Elementary School New Addition  
 3300 W Via Marina Avenue, Oxnard  
 Oxnard, California 93030  
 Phone: 805-487-3871

**Prime Contract Potential Change Order #003:  
 Contaminated Soil & Mitigation**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	003 / 0	<b>CONTRACT:</b>	1 - McAuliffe Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	6/7 /2018
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>LOCATION:</b>		<b>PAID IN FULL:</b>	No
<b>SCHEDULE IMPACT:</b>		<b>TOTAL AMOUNT:</b>	\$417,326.08

**POTENTIAL CHANGE ORDER TITLE:** Time and Material - Contaminated Soil & Mitigation

**CHANGE REASON:** Unforeseen Condition

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 for Contaminated Soil & Mitigation

CE #004 - Contaminated Soil & Mitigation  
 CE #005 - Hauling of Hazardous Soil

**ATTACHMENTS:**

#	Cost Code	Description	Type	Amount
1	31-00-00 - Earthwork	Time and Material	Commitment	\$ 43,934.37
2	01-01-10 - Bond	Viola Mark Up	Other	\$ 439.34
3	01-01-20 - Insurance	Viola Mark Up	Other	\$ 659.02
4	01-01-30 - Contractor Fee	Viola Mark Up	Materials	\$ 3,295.08
5	31-00-00 - Earthwork	Time and Material	Commitment	\$ 335,452.08
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 3,354.53
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 5,031.79
8	01-01-30 - Contractor Fee	Viola Mark Up	Materials	\$ 25,158.97
<b>Subtotal:</b>				<b>\$417,326.08</b>
<b>Grand Total:</b>				<b>\$417,326.08</b>

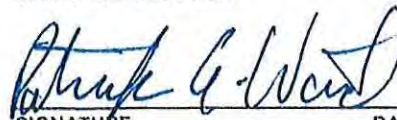
Mike Stahlheber (Flewelling & Moody)  
815 Colorado Blvd Suite 200  
Los Angeles California 90041

Oxnard Unified School District  
1051 South A Street  
Oxnard California 93030

Viola Inc.  
PO Box 5624 1144 Commercial Avenue  
Oxnard California 93031

 7/16/18  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

 7/16/18  
SIGNATURE DATE







**McAuliffe Elementary School  
Haul and Dispose of  
Cal-Haz Soils**

6/7/2018

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total
<b>Load/Haul/Dispose of Soils</b>						
Operator	88	Hours	\$80.41	\$7,076.08	\$1,061.41	\$8,137.49
Pickup	88	Hours	\$20.29	\$1,785.52	\$267.83	\$2,053.35
330 Excavator	88	Hours	\$140.63	\$12,375.44	\$1,856.32	\$14,231.76
Operator	88	Hours	\$80.41	\$7,076.08	\$1,061.41	\$8,137.49
Pickup	88	Hours	\$20.29	\$1,785.52	\$267.83	\$2,053.35
950 Loader	88	Hours	\$98.93	\$8,705.84	\$1,305.88	\$10,011.72
Firehose	88	Hours	\$3.12	\$274.56	\$41.18	\$315.74
Laborer	176	Hours	\$61.70	\$10,859.20	\$1,628.88	\$12,488.08
Cones/Delineators	11	Days	\$50.00	\$550.00	\$82.50	\$632.50
Sweeper	33	Hours	\$150.00	\$4,950.00	\$742.50	\$5,692.50
Haul/Dispose of Soils	87	Loads	\$2,580.00	\$224,460.00	\$33,669.00	\$258,129.00
Hazwoper Truck Boss	11	Days	\$800.00	\$8,800.00	\$1,320.00	\$10,120.00
Import	15	Loads	\$200.00	\$3,000.00	\$450.00	\$3,450.00
<b>Sub-total</b>						<b>\$335,452.98</b>

#17-212

## CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate McAuliffe Elementary School, located at 3300 Via Marina Avenue, Oxnard, California 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H 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 **Exhibits A and B** 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 **Exhibits A and B** (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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

**#17-212**

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 **Exhibits A and B** 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 **Exhibits A and B** 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

#17-212

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. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **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.
- G. **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.
- H. **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.
- I. **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.



## #17-212

- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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 Trustees, 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

- 4 -

## #17-212

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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was 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



**#17-212**

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. Unused Contractor Contingency and Allowances at Project completion will 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 PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

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

## #17-212

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to 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 where 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 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



## #17-212

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");

## #17-212

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, make 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 Payment and, if applicable, the Sublease Payments.

- 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. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- 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.

- 10 -

## #17-212

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 Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid 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 open 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

#17-212

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

## #17-212

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 Cal OSHA 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

- 15 -

**#17-212**

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:

Viola Inc.  
1144 Commercial Ave.  
Oxnard, CA 93035  
Attn: Patrick Waid



**#17-212**

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 LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 Victoria Avenue, Suite #106  
Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

**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.

#17-212

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**

Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

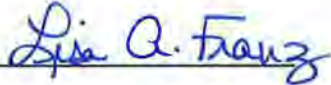
Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030



By: Michael T. Viola

Title: CEO

Date: 11/8/2017



By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17



#17-212

**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

## EXHIBIT B

### Oxnard School District – McAuliffe ES New Addition

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

**2. Professional Constructability Review**

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

#17-212

**3. Value Engineering Services**

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

**4. Building Information Modeling (BIM) Services**

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

## #17-212

- E. Deliverable: ~~A completed 3-D BIM Model in electronic format acceptable to the District.~~

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.



#17-212

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

OXNARD SCHOOL DISTRICT,  
a California school district:

By: Michael T. Viola

By: Lisa A. Franz

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 9/5/18

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

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

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

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

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

**SECTION C: CONSENT AGENDA** \_\_\_\_\_

Agreement Category:

\_\_\_\_\_ Academic

\_\_\_\_\_ Enrichment

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

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

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

**SECTION D: ACTION**

  X  

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

**Approval of Emergency Resolution #18-11 and Ratification of Change Order No. 002 to Construction Services Agreement #17-218 with Viola Constructors Inc. for the Kinder/Flex Project at Ritchen Elementary School (Penanhoat/Fateh/CFW)**

The Oxnard School District is in the process of placing a new modular building on the campus of Ritchen Elementary School in order to provide additional classroom space for the Kinder/Flex Project. As part of this process, improvements to soils conditions were warranted to accommodate the placement of the new building. Upon testing of the soils for the purposes of disposal, results indicated that residual concentrations of pesticides were present.

The costs of contaminated soils removal from the Ritchen site are larger than 10% of the project construction cost. For this reason, approval of Emergency Resolution #18-11 has been requested.

An emergency situation existed in that it was imperative that the contaminated soils be disposed as quickly as possible per the Environmental Consultant's recommendation, so that students and staff are not exposed to these soils, as well as to maintain compliance with State of California hazardous waste regulations (California Code of Regulations (CCR) Title 22, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste)). In an effort to expeditiously achieve this, the District with the recommendation of CFW has taken actions to dispose of these soils by performing the necessary testing; arranging for their proper disposal with the appropriate landfill facilities; and successfully disposing of the materials excavated to-date according to applicable standards.



The contract for contaminated soils haul-off to the landfill, in compliance with the State of California, Department of Toxic Substances Control, will be executed as a change order on a lump sum basis at a cost of \$326,979.90.

Change Order No. 002 provides for the Board's consideration and ratification of one (1) change order; PCO #006 with the following scope of work.

- PCO #006 – Contaminated Soil and Mitigation

### **FISCAL IMPACT**

**Three Hundred Twenty-Six Thousand Nine Hundred Seventy-Nine Dollars and Ninety Cents (\$326,979.90)** to be paid out of the Master Construct and Implementation Funds.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Emergency Resolution #18-11, and ratify Change Order No. 002 to Construction Services Agreement #17-218 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at Ritche Elementary School.

### **ADDITIONAL MATERIAL**

**Attached:**

- Emergency Resolution #18-11 (4 Pages)
- Change Order #002, Viola Constructors Inc. (2 Pages)
- PCO #006 (5 Pages)
- Construction Services Agreement #17-218 (25 Pages)

Oxnard School District

Resolution No. 18-11

EMERGENCY RESOLUTION TO APPROVE ENTERING INTO CONTRACTS FOR SERVICES RELATED TO THE NEEDED IMMEDIATE REMOVAL OF CONTAMINATED SOILS AT OXNARD SCHOOL DISTRICT – RITCHEN ELEMENTARY SCHOOL

WHEREAS, improvements to soil conditions are required in support of the placement of a modular building at Oxnard School District's ("the District's") Ritchen Elementary School for the purposes of adding Kinder/Flex classroom space;

WHEREAS, soils within the footprint of this building have been tested to determine if there are contaminants present in the soil, and to determine the appropriate means of offsite disposal of the material;

WHEREAS, the results of the soils tests indicate that pesticide residues are present in the soil at levels that could potentially impact the long-term health of students and staff, as well as may be considered to be hazardous waste in the State of California;

WHEREAS, the District has reasonably determined the time necessary to publicly bid could potentially place students and staff at risk as a result of exposure to contaminated soils;

WHEREAS, an emergency situation exists in that it is imperative that the contaminated soils be removed as quickly as possible in order to mitigate the potential health risk to students and staff who use the facilities, and to satisfy hazardous waste disposal regulations, per California Code of Regulations (CCR) Title 22, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste);

WHEREAS, the District needed to promptly contract with one or more qualified contractors, engineers and specialists to perform the necessary soils assessment, excavation and disposal of contaminated soil present at the school site;

WHEREAS, in an effort to expeditiously achieve this, the District has taken actions to dispose of these soils by performing the necessary testing, and arranging for their proper disposal with the appropriate landfill facilities; and

WHEREAS, pursuant to Public Contract Code Section 1102 and 20113, in an emergency, when any repairs, alterations, work or improvement are necessary to permit the continuance of existing classes, or to avoid danger to life or property, the Board, by unanimous vote, with the approval of the County Superintendent of Schools, may make a contract in writing or otherwise

on behalf of the District for performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bids.

NOW, THEREFORE IT IS RESOLVED that this Board has determined by unanimous vote herein recorded that, pursuant to Public Contract Code Sections 1102 and 20113, for the reasons set forth above, an emergency exists; and

IT IS FURTHER RESOLVED THAT, upon approval of this Resolution by the Ventura County Superintendent of Schools, or designee, the Superintendent of Schools is authorized to contract in writing the performance of the work required without advertising bids.

PASSED and ADOPTED by unanimous vote of the members of the Governing Board of the Oxnard School District on September 5, 2018.

Signed:

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President of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

---

Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

**CLERK'S CERTIFICATE**

I, Ernie "Mo" Morrison, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #18-11 adopted at a regular meeting place thereof on the 5th day of September, 2018, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: September 5, 2018

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

---

Dr. Cesar Morales, District Superintendent  
Secretary of the Governing Board, Oxnard School District

Approved by:

---

Stanley C. Mantooh  
Ventura County Superintendent of Schools



# CHANGE ORDER

Date: 09.05.2018

CHANGE ORDER NO. 002

PROJECT: Kinder/Flex Project at Ritche Elementary School  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-218

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

ARCHITECT Flewelling and Moody  
815 Colorado Blvd., Ste. 200  
Los Angeles, CA 90041

CONTRACTOR:  
Viola Constructors Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Attn: Pat Waid

Architects Proj. No.: 2781-400  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-118730

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.....	\$ 783,053.18
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001).....	\$ 52,166.36
ADJUSTED CONTRACT SUM.....	\$ 835,219.54
<b>NET CHANGE -</b>	<b>\$ 326,979.90</b>
Total Change Orders to Date: 002.....	\$ 379,146.26
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 002.....</b>	<b>\$ 1,162,199.44</b>

Commencement Date: ..... April 19, 2018  
Original Completion Date: ..... August 29, 2018  
Original Contract Time: ..... 132 Calendar Days  
Time Extension for all Previous Change Orders: ..... 000 Calendar Days  
Time Extension for this Change Order: ..... 000 Calendar Days  
Adjusted Completion Date: ..... August 29, 2018

Percentage ..... (48.42%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #006 Contaminated Soil and Mitigation	\$326,979.90			
2.					
3.					
4.					
5.	Totals	\$326,979.90			

Total Change Order No. 002 ..... \$ 326,979.90

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

**APPROVAL (REQUIRED):**

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

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

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

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

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

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

\_\_\_\_\_  
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

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

**APPROVAL (REQUIRED):**

BOARD APPROVAL

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

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

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

DSA APPROVAL

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





**PCO #006**

Viola Incorporated  
 PO BOX 5624  
 Oxnard, California 93031  
 Phone: (805) 487-3871  
 Fax: (805) 487-3870

Project: 17-26 - Ritchen Elementary School New Addition  
 2200 Cabrillo Way, Oxnard CA  
 Oxnard, California 93030  
 Phone: 805-487-3871

**Prime Contract Potential Change Order #006:  
 Contaminated Soil & Mitigation**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	006 / 0	<b>CONTRACT:</b>	1 - Ritchen Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	6/7 /2018
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>LOCATION:</b>		<b>PAID IN FULL:</b>	No
<b>SCHEDULE IMPACT:</b>		<b>TOTAL AMOUNT:</b>	\$326,979.90

**POTENTIAL CHANGE ORDER TITLE:** Time and Material - Contaminated Soil & Mitigation

**CHANGE REASON:** Unforeseen Condition

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 for Contaminated Soil & Mitigation

CE #009 - Contaminated Soil & Mitigation  
 CE #010 - Hauling of Hazardous Soil

**ATTACHMENTS:**

#	Cost Code	Description	Type	Amount
1	31-00-00 - Earthwork	Time and Material	Commitment	\$ 32,089.12
2	01-01-10 - Bond	Viola Mark Up	Other	\$ 320.89
3	01-01-20 - Insurance	Viola Mark Up	Other	\$ 481.34
4	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 2,406.60
5	31-00-00 - Earthwork	Time and Material	Commitment	\$ 265,165.34
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 2,651.65
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 3,977.48
8	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 19,887.40
<b>Subtotal:</b>				<b>\$326,979.90</b>
<b>Grand Total:</b>				<b>\$326,979.90</b>







**Ritchen Elementary School  
Haul and Dispose of  
Cal-Haz Soils**

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total
<b>Load/Haul/Dispose of Soils</b>						
Operator	72	Hours	\$80.41	\$5,789.52	\$868.43	\$6,657.95
Pickup	72	Hours	\$20.29	\$1,460.88	\$219.13	\$1,680.01
330 Excavator	72	Hours	\$140.63	\$10,125.36	\$1,518.80	\$11,644.16
Operator	72	Hours	\$80.41	\$5,789.52	\$868.43	\$6,657.95
Pickup	72	Hours	\$20.29	\$1,460.88	\$219.13	\$1,680.01
950 Loader	72	Hours	\$98.93	\$7,122.96	\$1,068.44	\$8,191.40
Firehose	72	Hours	\$3.12	\$224.64	\$33.70	\$258.34
Laborer	144	Hours	\$61.70	\$8,884.80	\$1,332.72	\$10,217.52
Cones/Delineators	9	Days	\$50.00	\$450.00	\$67.50	\$517.50
Sweeper	27	Hours	\$150.00	\$4,050.00	\$607.50	\$4,657.50
Haul/Dispose of Soils	69	Loads	\$2,580.00	\$178,020.00	\$26,703.00	\$204,723.00
Hazwoper Truck Boss	9	Days	\$800.00	\$7,200.00	\$1,080.00	\$8,280.00
<b>Sub-total</b>						<b>\$265,165.34</b>

#17-218

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H 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 **Exhibits A and B** 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 **Exhibits A and B** (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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017



## #17-218

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 **Exhibits A and B** 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 **Exhibits A and B** 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

- 2 -



#17-218

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. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **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.
- G. **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.
- H. **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.
- I. **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.

#17-218

- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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 Trustees, Contractor shall not be paid for such claimed additional

- 4 -

## #17-218

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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was 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

- 5 -

## #17-218

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. Unused Contractor Contingency and Allowances at Project completion will 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 PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.



## #17-218

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 to 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 where 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 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

## #17-218

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");



**#17-218**

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, make 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 Payment and, if applicable, the Sublease Payments.

- 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. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- 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.

- 10 -

**#17-218**

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 Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid 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 open 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



**#17-218**

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

**#17-218**

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 Cal OSHA 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

**#17-218**

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:

Viola Inc.  
1144 Commercial Ave.  
Oxnard, CA 93035  
Attn: Patrick Waid



**#17-218**

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 LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 Victoria Avenue, Suite #106  
Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

**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.

#17-218

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**

Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

By:   
Michael T. Viola

Title: CEO

Date: 11/8/2017

By:   
Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

#17-218

**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

## EXHIBIT B

### Oxnard School District – Ritchen ES New Addition

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.



**2. Professional Constructability Review**

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

**3. Value Engineering Services**

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
  
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

**4. Building Information Modeling (BIM) Services**

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
  
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
  
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
  
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~



## #17-218

~~E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.~~

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

#17-218

- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.
- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

OXNARD SCHOOL DISTRICT,  
a California school district:

By:   
Michael T. Viola

By: Lisa A. Franz 

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17

Regular Board Meeting  
May 17, 2017

The Board of Trustees of the Oxnard School District met in regular session at 5:04 p.m. on Wednesday, May 17, 2017, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison and Trustees Debra M. Cordes, Veronica Robles-Solis and Monica Madrigal Lopez. Trustee Denis O’Leary was absent. Staff members present were District Superintendent Dr. César Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Lydia Garcia.

ROLL CALL

Nayla Arian Aguilar, 5<sup>th</sup> grader in Mr. Turner’s class, student at Rose Avenue Academy of Science & Wellness, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Marcela Orozco, 5<sup>th</sup> grader in Mr. Ramirez’s class read the District’s Vision and Mission Statements in English and Guadalupe Morales, 5<sup>th</sup> grader in Mr. Turner’s class read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Mr. Ordaz, principal for Rose Avenue Academy of Science and Wellness provided a performance by Rose Avenue students’ class prior. Following Mr. Ordaz made a presentation highlighting the activities, programs, and events at Rose Avenue.

PRESENTATION BY ROSE AVENUE SCHOOL

Presiding President Morrison thanked and presented a token of appreciation to the students and staff for participating in the board meeting. Dr. Morales thanked the students, parents, teachers and staff for being present at the board meeting.

A.5 Update On Latino Film Institute Youth Cinema Project At Ramona School; Mrs. Mary Arias Elisondo, Principal at Ramona Academy of Environmental Science, provided the Board of Trustees with an overview and update. Mr. Bodie Olmos from Latino Cinema Project and 3 students: Samuel Solis, Eduardo Arevalo and Alex Ponce gave a brief presentation.

UPDATE ON LATINO FILM INSTITUTE YOUTH CINEMA PROJECT AT RAMONA SCHOOL

A.6 The Board of Trustees recognized the following students who were acknowledged at the First Annual Oxnard School District “Honoring our Latino Heroes – Cesar Chavez” Writing and Art Competition and Awards Dinner April 25, 2017.

RECOGNITION OF WINNERS OF “HONORING OUR LATINO HEROS – CESAR CHAVEZ” WRITING AND ART COMPETITION

Writing

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>▪ First Place</li> </ul>  | <ul style="list-style-type: none"> <li>Alexander Plascencia</li> <li>Ricardo Delgado</li> <li>Savanna Wiegand</li> <li>Karen Perez</li> <li>Hernan Nicasio</li> </ul> | <ul style="list-style-type: none"> <li>Curren, Grade 1</li> <li>Driffill, Grade 3</li> <li>Curren, Grade 4</li> <li>Curren Grade 5</li> <li>Kamala Grade 7</li> </ul> |
| <ul style="list-style-type: none"> <li>▪ Second Place</li> </ul> | <ul style="list-style-type: none"> <li>Lia Uc</li> <li>Montserrat Sanchez</li> </ul>  | <ul style="list-style-type: none"> <li>Driffill Grade 3</li> <li>Curren Grade 4</li> </ul>  |

- Third Place Elena Bernal-Pastrano Haydock Grade 8  
Andres Gonzalez Driffill Grade 3  
Andrea Luna Kamala Grade 5  
Jaivan Ortiz Fremont Grade 7

Art

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

A.7 Changes to the agenda were noted:

- Pull C.6 Award of Formal Bid#16-03 and Approval of Agreement #16-275 for San Miguel New Preschool Portable Classrooms, to be brought back at future meeting.
- Move C.22 Approval of Job Duties for New Job Description – Facilities Project and Sustainability/Energy Manager, to Action item D.7 per request of Trustee Robles-Solis.

ADOPTION OF THE AGENDA

On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0, Trustee O’Leary being the absent vote; the Board adopted the agenda, as amended.

A.8 On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0, Trustee O’Leary being the absent vote; the Board of Trustees read into record and presented Resolution #16-33 “Teacher Appreciation Week 2017” recognizing May 8-12, 2017 as Teacher Appreciation Week 2017 and presented the resolution to representatives of the Oxnard Educators Association.

RECOGNITION OF “TEACHER APPRECIATION WEEK 2017” (Motion #16-137)

A.9 Dr. Cesar Morales, District Superintendent provided a brief summary on the services provided by All Languages Interpreting and Translating. Following discussion, the Board directed Dr. Morales to bring back and contract to continue services for the 2017-2018 school year.

REVIEW OF SIMULTANEOUS TRANSLATION SERVICES FOR THE BOARD MEETINGS

A.10 Ms. Robin Freeman, Assistant Superintendent, Educational Services, introduced Dr. Marlene Batista, Director of English Learner Services provided an extensive and detailed presentation on English Learner Services Dept. Report. After the discussion, the Board congratulated Dr. Batista.

STUDY SESSION ENGLISH LEARNER SERVICES UPDATE

ANNOUNCEMENTS PRIOR TO CLOSED SESSION May 17, 2017:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

Dennis Hardgrave – A11. Closed session – Public comment

PUBLIC COMMENT  
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case
- EXISTING LITIGATIONS: four (4) cases  
Office of Administrative Services Case No.  
OAH 2016091112, OAH 2016100074, OAH 2016100075, and OAH 2017010078

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (Education Code 48912; 20 U.S.C. Section 1232g)

- Case No. 16-16 (Action Item)
- Case No. 16-17 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Section 54957.6 and 3549.1

- Conference with Labor Negotiator:
- Agency Negotiator: OSD Assistant Superintendent, Human Resources & Support Services, And Garcia Hernandez & Sawhney, LLP Association(s): OEA, OSSA, CSEA; and all Unpresented Personnel – Administrators, Classified Management, Confidential

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Sections 54956.8:

Property: Parcel located at 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. Negotiator party; Dennis Hardgrave on behalf of the property owners. Under Negotiation: Instruction to agency on price and terms.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT  
-Principal, Middle School

Trustees convened to closed session at 6:41p.m. until approximately 7:14p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board would be returning to closed session after regular board meeting to complete the items on the closed session agenda.

REPORT ON CLOSED  
SESSION

- On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote: 4-0. Trustee O’Leary being absent. On the matter of Case #16-16 the Board of Trustees approved administrations recommendation on student matter. (Motion #16-138)
- On motion by Trustee Robles-Solis, seconded by Trustee Cordes and carried on a roll call vote: 4-0. Trustee O’Leary being absent. On the matter of Case #16-17 the Board of Trustees approved administrations recommendation on student matter. (Motion #16-139)
- On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote: 4-0. Trustee O’Leary being absent. The Board of Trustees unanimously approved the settlement agreements in the following cases: OAH #'s 2016091112, 2016100074, 2016100075 and 2017010078. (Motion #16-140)
- On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote: 4-0. Trustee O’Leary being absent. On the matter to appoint Dr. Richard Caldwell, Principal and Elva Gonzales Nares, Assistant Principal. (Motion #16-141)

B.1 President Morrison read the Rules for Individual Presentations in English and Clerk Cordes read them in Spanish. RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees: PUBLIC COMMENT

- Dennis Hardgrave – B2 Public Hearing
- Todd McNamee – B2
- Stacie Thurman & Diana Duarte – 2016-2017 Negotiations
- Ilene Poland – CBA & CELDT layoff
- Shawna Wagstaff – teacher being let go on administrative leave
- Sierra Linda 5<sup>th</sup> grade Service Project

B.2 President Morrison opened the public hearing to consider any and all comments received, whether written or oral, on the Notice of Intention to Adopt a Proposed Resolution of Necessity relative to the Doris Patterson site. PUBLIC HEARING REGARDING NOTICE OF INTENTION TO ADOPT THE

Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal services stated “On April 28, 2017, the District mailed a public notice of intent of the Board of Trustees to adopt a Resolution of Necessity #16-26 to all owners of the property located at the corner of Doris Avenue and Patterson Road, as described in the legal description attached.” “The property owners must file a written request to be heard within 15 days after the notice of intent was mailed on April 28, 2017. The request to be heard period closed on May 13, 2017.” PROPOSED RESOLUTION OF NECESSITY #16-26 PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURES SECTION 1245.235

Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services confirmed “on May 11, 2017, we received written comments from Mr. Neal Maguire of Ferguson Case Orr Paterson LLP on behalf of the property owners. We also received notice from the property owners advising us that they would speak tonight. A second written communication from Mr. Maguire was hand-delivered at 3:36p.m. today, containing materials to be included in the administrative record for this item.”

The following items on the consent agenda were approved on motion by Trustee Cordes, seconded by Trustee Robles-Solis, and carried on a roll call vote of 4-0, as presented. Trustee O’Leary being absent.

CONSENT AGENDA  
(Motion #16-142)

C.1 Acceptance of Gifts:

(Acceptance of Gifts)

- From Alice Ortega, a donation of \$150.00 to Juan Lagunas Soria School, that will be used to support students.

C.2 Approved the following agreements:

(Approval of Agreements)

Enrichment:

- #16-271 with Mad Science of Los Angeles, to provide a Family Science Night at McKinna School on June 1, 2017, amount not to exceed \$3,000.00, to be paid with Title I Funds;
- #17-01 with City of Oxnard Recreation and Community Services, to provide an afterschool program at each school site in Oxnard School District during the 2017-2018 school year, amount not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities, “Additional Services” for summer school not to exceed \$105,000.00, and Intersession not to exceed \$200,000.00, to be paid with After School Education and Safety (ASES) Grant and Title I Funds;

Personnel:

- #16-276 with Western Governors University, to establish a partnership to provide candidates an opportunity to complete their degree in MSN nursing, RN to BSN Nursing, and Health Information Management, at no cost to the district;

C.3 Ratified the following agreements:

(Ratification of Agreements)

Special Education:

- Amendment #1 to Agreement #16-114 with Casa Pacifica School Services in the form of Speech Therapy Services to student SK032703, amount not to exceed \$640.00 to be paid with Special Education Funds;
- Amendment #1 to Agreement #16-115 with Casa Pacifica School, to provide Non-Public School Services in the form of Speech Therapy Services to student CN010103, amount not to exceed \$256.00, to be paid with Special Education Funds;
- #16-272 with Ventura County Office of Education, to provide exceptional services that consist of support from Special Circumstances Paraeducators to student VV030307, amount not to exceed \$6,080,48, to be paid with Special Education Funds;

Personnel:

- #16-277 with Department of General Services/Office of Administrative Hearings to provide Administrative Law Judges to conduct and oversee hearings pursuant to Government Code 27727, amount not to exceed \$48,000.00, to be paid with Certificated Human Resources General Funds.

C.4 Awarded Formal Bid #16-05 and Approval of Agreement #16-273 for Haydock Sewer Repair/Replacement; Award Bid #16-05, Haydock Sewer Repair/Replacement, to Kiwitt’s General Building Contractor, and enter into

(Award of Formal Bid#16-05 and Approval of Agreement#16-273 for



- Agreements #16-273 in the total amount \$128,000.00, to be paid with Deferred Maintenance Funds. Haydock Sewer Repair/Replacement)
- C.5 Awarded Formal Bid #16-06 and Approval of Agreement #16-274 for Curren School Fire Sprinkler Corrections: Award Bid #16-06, Curren School Fire Sprinkler Corrections, to Kiwitt's General Building Contractor, and enter into Agreement #16-274 in the total amount of \$167,000.00, to be paid with Deferred Maintenance Funds. (Award of Formal Bid#16-06 and Approval of Agreement #16-274 for Curren School Fire Sprinkler Corrections)
- C.6 *Pulled item for a future meeting: Award of Formal Bid#16-03 and Approval of Agreement #16-275 for San Miguel New Preschool Portable Classrooms: no DSA approval received yet.* (Award of Formal Bid#16-03 and Approval of Agreement #16-275 for San Miguel New Preschool Portable Classrooms)
- C.7 Approved Field Contract #FC-P17-04779 – Custom Signs, Inc. Approved Field Contract #FC-P17-04779 with Custom Signs, Inc. in the amount of \$20,850.00, to be paid with MSAP Funds. (Approval of Field Contract #FC-P17-04779 Customs Signs, Inc.)
- C.8 Approved Field Contract #FC-P17-04780 – JPL Electric Corp. Approved Field Contract #FC-P17-04780 with JPL Electric Corp., in the amount of \$17,644.00, to be paid with MSAP Funds. (Approval of Field Contract #FC-P17-04780 JPL Electric Corp.)
- C.9 Approved Work Authorization Letter #2 (WAL#2) for Master Agreement #13-129 with Knowland Construction Services for DSA Inspector of Record Services for the Harrington Early Child Development Center Project. Approved Work Authorization Letter #2 to Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record Services related to the Harrington Early Child Development Center Project; amount not to exceed \$120,960.00, to be paid with Master Construct and Implementation Program Funds. (Approval of Work Authorization Letter #2 for Master Agreement #13-129 with Knowland Construction Services for Harrington Early Child Development Center Project)
- C.10 Approved Work Authorization Letter #4 (WAL#4) for Master Agreement #13-154 with NV5 West Inc. for Material Testing and Special Inspection Services for the Harrington Early Child Development Center Project. Approved Work Authorization Letter #4 to Agreement #13-154 with NV5 West Inc. to provide Material Testing and Special Inspection Services related to the Harrington Early Child Development Center Project; amount not to exceed \$13,548.50, to be paid with Master Construct and Implementation Program Funds. (Approval of Work Authorization Letter #4 for Master Agreement #13-154 with NV5 West Inc. for Material Testing and Special Inspection Services for Harrington Early Child Development Center Project)
- C.11 Approved Work Authorization Letter #5(WAL#5) for Master Agreement #13-130 with NV5 West Inc. for DSA Inspector of Record Services for the Marshall New Classroom Building Project. Approved Letter #5 to Agreement #13-130 with NV5 West Inc. to provide DSA Inspector of Record Services related to Marshall New Classroom Building Project; amount not to exceed \$187,200.00, to be paid with Master Construct and Implementation Program Funds. (Approval of Work Authorization Letter #5(WAL#5) for Master Agreement #13-130 with NV5 West Inc. for DSA Inspector of Record Services for the Marshall

New Classroom Building Project)

C.12 Approved Work Authorization Letter #5 (WAL#5) for Master Agreement #13-122 with Earth Systems Southern California for Material Testing and Special Inspection Services for Marshall New Classroom Building Project. Approved Letter #5 to Agreement #13-122 with Earth Systems Southern California to provide Material Testing and Special Inspection Services related to Marshall New Classroom Building Project; amount not to exceed \$29,100.00, to be paid with Master Construct and Implementation Program Funds.

(Approval of Work Authorization Letter #5 (WAL#5) for Master Agreement #13-122 with Earth Systems Southern California for Material Testing and Special Inspection Services for Marshall New Classroom Building Project.)

C.13 Approved Work Authorization Letter #6(WAL#6) for Master Agreement #13-122 with Earth Systems Southern California for Geotechnical Observation and Testing Services for the Marshall New Classroom Building Project. Approved Work Authorization Letter #6 to Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Observation and Testing Services related to the Marshall New Classroom Building project; amount not to exceed \$20,000.00, to be paid with Master Construct and Implementation Program Funds.

(Approval of Work Authorization Letter #6(WAL#6) for Master Agreement #13-122 with Earth Systems Southern California for Geotechnical Observation and Testing Services for the Marshall New Classroom Building Project)

C.14 Approved Work Authorization Letter #7 (WAL#7) for Master Agreement #13-122 with Earth Systems Southern California for Geotechnical Observation and Testing Services for the Harrington Early Child Development Center Project. Approved Work Authorization Letter #7 to Agreement #13-122 with Earth Systems Southern California to Provide Geotechnical Observation and Testing Services related to the Harrington Early Child Development Center Project; amount not to exceed \$9,400.00, to be paid with Master Construct and Implementation Program Funds.

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

C.15 Approved Dispersal No. 006 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for Payment of Additional Work Associated with the Project. Approved Contractor Contingency Allocation No. 006 to Construction Services Agreement #15-198 with Swinerton Builders, for fourteen (14) additional items of work related to the Lemonwood E.S. Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code.

(Approved of Dispersal No. 006 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for Payment of Additional Work Associated with the Project.)

Contractor Contingency Allocation No. 006 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$40,223.16. The Contractor Contingency is included within the approval total of

the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project. The remaining Contractor Contingency balance after Allocation No. 006 will be \$217,695.19.

- C.16 Accepted Disclosure of Collective Bargaining Agreement with CSEA; Accept the “Disclosure of Collective Bargaining Agreement” form for California School Employees Association (CSEA), as presented. (Disclosure of Collective Bargaining Agreement with CSEA)
- C.17 Accepted Disclosure of Collective Bargaining Agreement with Management & Confidential; Accept the “Disclosure of Collective Bargaining Agreement” form for Management & Confidential employees, as presented. (Disclosure of Collective Bargaining Agreement with Management & Confidential)
- C.18 Accepted Disclosure of Collective Bargaining Agreement with OEA; Accepted the “Disclosure of Collective Bargaining Agreement” form Oxnard Educators Association (OEA), as presented. (Disclosure of Collective Bargaining Agreement with OEA)
- C.19 Set the Date for Public Hearing – Oxnard School District 2017-18 Adopted Budget: (Setting of Date for Public Hearing – Oxnard School District 2017-18 Adopted Budget)  
Set the date of Wednesday, June 7, 2017, for a public hearing on the Oxnard School District 2017-18 Adopted Budget.
- C.20 Set the Date for Public Hearing – Oxnard School District 2017-18 Local Control Accountability Plan; (Setting Of Date for Public Hearing – Oxnard School District 2017-18 Local Control Accountability Plan)  
Set the date of Wednesday, June 7, 2017, for a public hearing on the Oxnard School District 2017-18 Local Control Accountability Plan (LCAP).
- C.21 Set the Date for Public Hearing – Sunshine of the Oxnard Educators Association’s (“OEA”) and the Oxnard School District (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547. (Setting of Date for Public Hearing – Sunshine of the Oxnard Educators Association’s (“OEA”) and the Oxnard School District (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547)  
Set the date of Wednesday, June 7, 2017, for a public hearing for OEA’S and the District’s proposals.
- C.22. *Moved to Action Item D. 7 Approval of Job Duties for New Job Descriptions – Facilities Project and Sustainability/Energy Manager.* (Approval of Job Duties for New Job Description – Facilities Project and Sustainability/Energy/Manager)
- C.23 Approved Job Duties for New Job Description – Parent Support Liaison. (Approval of Job Duties for New Job Description – Parent Support Liaison)  
Approved the job duties of Parent Support Liaison so that a new classification can be taken to the Personnel Commission for approval.

- C.24 Received enrollment report for the month of April, 2017. (Enrollment Report)
- C.25 Approved Purchase Order/Draft Payment Report #16-09 (Purchase Order/Draft  
Approved Purchase Order/Draft Payment Report #16-09, as submitted. Payment Report #16-09)
- C.26 Approved Establishment/Abolishment/Reduction or Increase in hours for (Establish/Abolish/  
classified positions: Reduce/Increase Hours of  
Establish: Positions)
- An eight hour, 180 day Family Liaison, position number 8179, to be established in the Special Education department. This position will be established to provide additional support to the families of special education preschool students.
  - An eight hour, 180 day Family Liaison, position number 8180, to be established in the Special Education department. This position will be established to provide support to the families of special education preschool students.
  - An eight hour, 246 day Human Resources Assistant, position number 8183, to be established in the Certificated Human Resource department. This position will be established to provide additional support for leave tracking and management.

**Fiscal Impact:**

Cost for Family Liaison - \$61,665 General fund  
 Cost for Family Liaison - \$61,665 General fund  
 Cost for HR Assistant - \$71,845 General fund

- C.27 Personnel Action: (Personnel Actions)
- The following certificated individuals to be employed in the capacities and (CERTIFICATED)  
 for the terms indicated, their salaries to be determined in accordance with  
 salary regulations of the District.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
Blough, Susan	Substitute Teacher	2016/2017 School Year
Loebe, Laura	Substitute Teacher	2016/2017 School Year
<u>RESIGNATION</u>		
Abarca, Juanita	ELA Teacher, Chavez	June 16, 2017
Fluke, Mary Lisa	Sped M/S Teacher, Brekke	June 16, 2017
Moorghen, Jona	Assistant Principal, Haydock	June 30, 2017
<u>RETIREMENT</u>		
Pulido, Andrea	Teacher, McKinna	June 16, 2017
Wright, Roger	RSP Teacher, Rose	June 17, 2017

The following classified individuals to be employed in the capacities and (CLASSIFIED)

for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Sanders, Ellie	Paraeducator III, Position #7926 Special Education 5.75hrs./183 days	05/04/2017
<u>Exempt</u>		
Reyes, Belinda	Campus Assistant	04/27/2017
<u>Limited Term</u>		
Garcia Mendoza, Arturo	Custodian	04/25/2017
Lopez, Gabriel	Custodian	04/25/2017
Urango, Desirae	Custodian	04/25/2017
<u>Transfer</u>		
Quezada, Alicia	Paraeducator I, Position #7829 McKinna 5.0hrs./183 days Paraeducator I, Position #7226 English Learner Services 5.0hrs/183 days	05/08/2017
<u>Resignation</u>		
Tejeda, Tyler	Vehicle & Equipment Mechanic Transportation 8.0 hrs./246 days	05/17/2017
<u>Retirement</u>		
Vasquez, Ana Lilia	Preschool Teacher (B), Position #1207  McKinna 4.0 hrs./183 days	06/16/2017

D.1 On motion by Trustee Robles-Solis, seconded by Trustee Cordes and carried on a roll call vote of 4-0; Trustee O’Leary being absent; the Board of Trustees approved the Declaration of Need for Fully Qualified Educators for the 2017-2018 school year and authorize its submission to the State of California Commission on Teacher Credentialing.

APPROVAL THE  
DECLARATION OF  
NEED FOR FULLY  
QUALIFIED  
EDUCATORS FOR  
2017-2018 SCHOOL  
YEAR  
(Motion #16-143)

Dr. Jesus Vaca – Doesn’t anticipate the need to have safety net.

D.2 Following discussion, on motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0; Trustee O’Leary being absent; the

APPROVAL OF THE OSD  
AND THE OXNARD  
EDUCATORS

Board of Trustees approved the 2016-2017 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

ASSOCIATION (“OEA”) 2016-17 COLLECTIVE BARGAINING AGREEMENT (Motion #16-144)

D.3 On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0; Trustee O’Leary being absent; the Board of Trustees adopt the 2016-2017 Collective Bargaining Agreement between the Oxnard School District and the California School Employees Association (CSEA), as presented.

APPROVAL OF OSD AND THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (“CSEA”) TENTATIVE AGREEMENT FOR 2016-2017 COLLECTIVE BARGAINING AGREEMENT (Motion # 16-145)

D.4 Following discussion, on motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0, Trustee O’Leary being absent; the Board of Trustees approve the 2016-17 compensation revisions for Management & Confidential employees, as presented.

APPROVAL OF REVISED 2016-17 COMPENSATION FOR MANAGEMENT & CONFIDENTIAL EMPLOYEES (Motion # 16-146)

D.5 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0; Trustee O’Leary being absent; the Board of Trustees approved of Salary Increase for Cabinet Members.

CONSIDERATION OF APPROVAL OF SALARY INCREASE FOR CABINET MEMBERS (Motion #16-147)

D.6 On motion by Trustee Robles-Solis, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0; Trustee O’Leary being absent; the Board of Trustees approved Agreement #17-01 with the City of Oxnard Recreation and Community Services, to provide an afterschool program at each school site in Oxnard School District, during the 2017-2018 school year. Amount not to exceed \$2,000,000.00 plus for ASES funded supplemental grant activities, “Additional Services” for summer school not to exceed \$105,000.00, and Intersession not to exceed \$200,000.00, to be paid with After School Education and Safety (ASES) Grant and Title I Funds.

APPROVAL OF AGREEMENT #17-01, CITY OF OXNARD RECREATION AND COMMUNITY SERVICES ASEA CONTRACT FOR THE AFTER SCHOOL PROGRAM 2017-2018 (Motion #16-148 )

Mrs. Ginger Shea Manager/Special Programs - spoke regarding activities in this program.

D.7 (Formerly C.22)  
New job description – Facilities Project & Sustainability/Energy Manager;  
VRS – asked Jon K. 2 jobs for one individual?  
JK – rec is for Board to approve Duties  
PC – will approve job description  
Jon K – will communicate changes to PC

NEW JOB DESCRIPTION – FACILITIES PROJECT AND SUSTAINABILITY/ ENERGY MANAGER

Following discussion, on motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 3-1; Trustee O'Leary being absent. MML aye, VRS nay, DOL absent, CORDES aye, MORRISON aye approved the w/changes the suggested to be communicated to the Comm. to PC.

Dr. Cesar Morales:

- Congratulated Dr. Batista and the whole Educational Services Department for their work in favor of students.
- Congratulated Ms. Shea for the Summer camp program
- Informed received the invitation for the Latino Cinema Project Gala. Need to rsvp
- Informed he was invited as the keynote speaker in the County Teacher Induction, 50 are from Oxnard.

SUPERINTENDENT  
ANNOUNCEMENTS

Ms. Madrigal Lopez Sr.:

- Reported she went to the art gala
- Congratulated students from Sierra Linda for their support to Guatemala
- Asked if the Latino Cinema Project would be in other schools Dr.M explained it is too costly. Ramona was chosen because of the demographic. Maybe in the future could be extended to other schools.
- Asked for a study session on AVID and the possibility to give it to more students.
- Asked for cultural training.

TRUSTEE  
ANNOUNCEMENTS

Mr. Denis O'Leary:

- Absent

Mr. Ernest Morrison:

- Thanked the board and everyone for their condolences and Trustee Cordes for her support in the past Board Meeting.
- Asked for the Promotion Program

Mrs. Debra M. Cordes:

- Congratulated classified employees and teachers for their appreciation week.
- Wished luck on the state evaluations and expressed she was looking forward to seeing the results.
- Congratulated Dr. Morales and Ms. Freeman for delivering requested information promptly.
- Congratulated Sierra Linda students for their projects. Had a wonderful event. Invited Saturday 3<sup>rd</sup> to a new event.
- Expressed she is looking forward to seeing the results of the exams

Mrs. Veronica Robles-Solis:

- Asked for an update on water filters.
- Expressed her concern regarding snacks sold at school.
- Reported she visited at school the students in the Latino Cinema Project and was pleased with the visit.



- Informed they are not receiving information from schools, so we do not visit them.

There being no further business, on motion by Trustee Cordes, seconded by Trustee Robles/Solis, President Ernest Morrison adjourned the meeting at 10:49 p.m.

ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of May 17, 2017; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Special Board Meeting  
May 31, 2017

The meeting was called to order at 5:08 p.m. by President Ernest Morrison.

CALL TO ORDER

President Morrison led the Pledge of Allegiance.

PLEDGE OF  
ALLEGIANCE

Present were Trustees Debra M. Cordes, Denis O’Leary, Veronica Robles-Solis, Monica Madrigal Lopez and President Ernest Morrison. Also present was Dr. Cesar Morales, Superintendent, Lisa Cline, Deputy Superintendent, Robin Freeman, Assistant Superintendent Ms. Amelia Sudgen, Director of Special Education Services and Nitasha Sawhney with GHS, LLP.

ROLL CALL

On motion by Trustee O’Leary, seconded by Cordes and carried on a roll call vote of 5-0; the agenda was adopted, as presented.

ADOPTION OF  
AGENDA

ANNOUNCEMENTS PRIOR TO CLOSED SESSION May 31, 2017:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board during closed session public comment.

PUBLIC COMMENT

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

CLOSED SESSION

- ANTICIPATED LITIGATION – one (1) case
- EXISTING LITIGATIONS: nineteen (19) cases

Office of Administrative Services Case No. OAH 2016091008, OAH 2016100009, OAH 2016100031, OAH 20161091036, OAH 2016100053, OAH 2016100054, OAH 201610069, OAH 201610073, OAH 2016100074, OAH 2016100075, OAH 2016090944, OAH 2016 091095, 2016091112, OAH2016110811, OAH 2017010078, OAH 2017020549, OAH 2017020576, OAH 2017020645 and OAH 2017050432.

Secondly, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT  
-Deputy Superintendent, Business and Fiscal Services

Trustees convened to closed session at 5:12 p.m. until approximately 8:11 p.m. to discuss items on the closed session agenda.

- On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote: 5-0. On the matter of OAH Case # 2016-091008 voted unanimously to approve the settlement. (Motion #16-150)

No one addressed the Board during closed session public comment.

PUBLIC COMMENT

9. Ms. Robin Freeman, Assistant Superintendent, Educational Services and Ms. Amelia Sudgen, Director of Special Education Services presented an update on the Special Education Department. Mr. B. Garcia from GHS, LLP gave a brief overview of the materials provided to the Board. He explained the legal standards and practical

STUDY SESSION  
SPECIAL  
EDUCATION  
DEPARTMENT  
UPDATE

10. Governance Workshop was tabled. (Dr. César Morales&GHS)

BOARD  
GOVERNANCE  
REVIEW SESSION

11. There being no further business, on motion by Trustee Cordes, seconded by Trustee Robles/Solis, President Ernest Morrison adjourned the meeting at 10:49 p.m.

ADJOURNMENT

Respectfully submitted,  
Dr. Cesar Morales  
District Superintendent and  
Secretary to the Board of Trustees

By our signatures below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the  
Governing Board of the Oxnard School District approves the Minutes of its  
Special Board Meeting of May 31, 2017; on motion of Trustee \_\_\_\_\_,  
and seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Regular Board Meeting  
June 7, 2017

The Board of Trustees of the Oxnard School District met in regular Session at 5:00 p.m. on Wednesday, June 7, 2017, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison and Trustees, Debra M. Cordes, Denis O’Leary, Veronica Robles-Solis and Monica Madrigal Lopez. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Diego Flores, 6<sup>th</sup> grader in Mrs. Martinez’ class from Soria School, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Elisandra Hernandez, 6<sup>th</sup> grader in Mrs. Barajas class read the District’s Vision and Mission Statements in English and Jocelyn Guerrero, 6<sup>th</sup> grader in Mrs. Barajas’ class read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Fox provided a short presentation to the Board regarding Soria Academy of Technology, Arts & Language. Following the presentation President Morrison thanked the students, parents and staff for participating in the board meeting.

PRESENTATION BY SORIA ACADEMY OF TECHNOLOGY, ARTS & LANGUAGE

A.5 The agenda was adopted as presented at 5:33, on motion by Trustee Cordes, seconded by Trustee Madrigal-Lopez and carried on a roll call vote of 4-1, Trustee O’Leary being the nay vote; the Board adopted the agenda, as amended.

ADOPTION OF THE AGENDA

At 7.54, on motion buy Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote 5-0, the Board adopted the agenda as amended: C.4 was moved to D.2 for discussion

A.6 Ms. Robin Freeman presented the additional actions & services serving students, teachers, parents & school sites included in the 2017-18 Local Control and Accountability Plan. Following, Ms. Cline gave a brief budget update. Explained that at this point, the outlook is not great for 2019-20 but she is not panicking because many things can happen in three years.

STUDY SESSION OXNARD SCHOOL DISTRICT 2017-2018 LOCAL CONTROL AND ACCOUNTABILITY PLAN

Key Features of this year's LCAP focus on support for English Learners, low income students and the social-emotional wellbeing of all students in the Oxnard School District.

Following discussion the Board thanked Ms. Freeman and Ms. Cline for their work.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION June 7, 2017:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

Ms. Ilene Poland – speaker Re: member dismissal- want lesser charge.

PUBLIC COMMENT  
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case
- EXISTING LITIGATION: Two (2 cases)
  - Office of Administration Services Case No. OAH 2016090944

Secondly, READMIT EXPELLED STUDENTS (education code 48912)

- Case No. 15-30 (Action Item)

Thirdly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (Education Code 48912; 20 U.S.C. Section 1232g)

- Case No. 16-18 (Action Item)
- Case No. 16-19 (Action Item)

Fourthly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the OSD Assistant Superintendent, Human Resources & Support Services and Garcia Hernandez & Sawhney, LLP Association(s): OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Fifthly, under *Government Code*, Section 54956.8:

Property: Parcel located on 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. Instructions: Instruction to agency negotiator on Price and terms.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT

▪ PUBLIC EMPLOYEE(S) EVALUATION: SUPERINTENDENT

A.9 Trustees convened to closed session at 6:38p.m. until approximately 7:11 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Morrison reported the Board would be returning to closed session after the regular board meeting to complete the items on the closed session agenda.

A.10 President Morrison reported the Board deliberated on student matters in closed session and took action in open session: REPORT ON CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0; on the matter of Case #15-30 (Action Item): The Board of Trustees approved administration recommendation. (Motion #16-151)
- On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; on the matter of Case #16-18(Action Item): The Board of Trustees approved administration recommendation. (Motion #16-152)
- On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; on the matter of Case #16-19( Action Item): The Board of Trustees approved administration recommendation. (Motion #16-153)
- On motion by Trustee Cordes, Second by Trustee Robles Solis and carried on a roll call vote of 5-0; on the matter of case OAH # 20161090944, the Board of Trustees approved the Settlement Agreement. (Motion # 16-154)

A.11 Recognition of Parent Volunteers of the Year: RECOGNITION OF PARENT VOLUNTEER OF THE YEAR

No Shows: McKinna parent (principal present)  
 Ramona principal & parent  
 (principal had emergency)  
 San Miguel Principal (parent present)  
 Printed PPT was missing Soria

B.1 Trustee Debra Cordes read the Rules for Individual Presentations in English and in Spanish. RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees: PUBLIC COMMENT

- Laura Nolan Re: Growth Leave



B.2 President Morrison opened the public hearing to receive input on the Oxnard School District 2017-18 Local Control Accountability Plan (LCAP) prior to its adoption on June 21, 2017 board meeting.

PUBLIC HEARING  
OXNARD SCHOOL  
DISTRICT 2016-17  
LOCAL CONTROL  
AND  
ACCOUNTABILITY  
PLAN

Ms. Freeman indicated the goals, action and annual updates on LCAP were shared on study sessions and that the public comment period for the proposed 2017-18 proposed LCAP will continue until its adoption at the June 21, 2017 Board meeting.

There were no written or oral comments.

Public Comment

B.3 President Morrison opened the public hearing.

PUBLIC HEARING  
2017-18 ADOPTED  
BUDGET

Ms. Cline indicated This public hearing was noticed in the local paper as well as posted in the District lobby; the comment period for the 2017-18 Proposed Budget would continue open until its adoption on June 21, 2017 Board meeting.

There were no written or oral comments.

Public Comment

B.4 President Morrison opened the public hearing to sunshine the Oxnard Educators Association's (OEA) and the Oxnard School District's Initial Proposals for 2017-2018 Negotiations. The parties plan to negotiate the following:

PUBLIC HEARING  
– SUNSHINE OF  
THE OXNARD  
EDUCATORS  
ASSOCIATION  
(OEA) AND THE  
OXNARD SCHOOL  
DISTRICT'S  
(DISTRICT)  
INITIAL  
PROPOSALS FOR  
2017-18  
NEGOTIATIONS,  
PURSUANT TO  
GOVERNMENT  
CODE SECTION  
3547

- Article VI: Leave of Absence
- Article VIII: Full Inclusion
- Article IX: Evaluation
- Article X: Peer Assistance & Review
- Article XI: Working Hours
- Article XII: Class Size
- Article XIX: Salaries
- Article XX: Employee Benefits
- Article XXVIII: Term of Agreement
- Article XXX: Elementary (K-6) Compensation
- Article XXXI: Specialized Job Classification

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees authorize the District to enter into contract negotiations with OEA for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

- On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees. (Motion#16-155)

C.1 The following items on the Consent Agenda were approved on motion by Trustee Cordes, seconded by Trustee Robles Solis (Motion# 16-156)

Approved the following Agreements:

(Acceptance of Agreements)

Support Services:

- Amendment #3 To #11-156 with Nigro & Nigro PC, to provide a Performance Audit of Measure D General Obligation Bond Fund for the 2016-17 fiscal year, amount not to exceed \$5,000.00, to be paid with General Funds;
- #17-06 with All Languages Interpreting, to provide simultaneous translation (English/Spanish) at Board meetings during the period of July 1, 2017 through June 30, 2018, amount not to exceed \$12,000.00, to be paid with General Funds;
- #17-07 with Lifesigns, Inc., to provide communication services for deaf, hard of hearing, or deaf-blind persons as needed for parent conferences and meetings during the period of July 1, 2017 through June 30, 2018, amount not to exceed \$5,000.00, to be paid with Title I Funds;
- #17-08 with American Language Services, to provide Translators/Interpreting services for parents who speak a language other than English or Spanish for parent conferences and meeting during the period of July 1, 2017 through June 30, 2018, amount not to exceed \$5,000.00, to be paid with Title I Funds;
- #17-09 with Ventura County Office of Education, Migrant Education, Region 17, to provide Identification and Recruitment Services for the Oxnard School District, as well as Saturday School and intervention after school hours for Migrant students during period of July 1, 2017 through June 30, 2018, amount not to exceed \$60,000.00, program cost to be reimbursed by VCOE.

Enrichment:

- #17-10 with Latino Film Institute Youth Cinema Project, to enhance and engage student learning through the use of filmmaking at Ramona School, for the period of July 1, 2017 through June 30, 2018, amount not to exceed \$79,493.20, to be paid with Unrestricted General Funds;

Facilities:

- #16-282 with Nolte Associates Inc. (NV5), to provide Geotechnical Soils Observation and Testing, as well as Materials Sampling, Testing and Inspection for the San Miguel Pre-School – New Portable Classroom Project, amount not to exceed \$12,711.30, to be paid out of Deferred Maintenance One-Time Funds;
- #16-283 with BR & Associates Inc. to provide DSA Inspection Services for the Chavez HVAC Modernization and San Miguel Pre-School - New Portable Classrooms Projects as required by the Division of the State Architect (DSA), amount not to exceed \$36,000.00, to be paid with Deferred Maintenance One-Time Funds;
- #16-284 with Kenco Construction Services Inc. to provide DSA Inspection Services for Marquees at Frank and Haydock Academies and for the Playground and Fencing Project at Driffill School as required by the Division of the State Architect (DSA), amount not to exceed \$10,920.00, to be paid as follows:\$7,280.00 – MSAP Funds and \$3,640.00- Deferred Maintenance funds;
- #16-285 with Nolte Associates Inc. (NV5), to provide Materials Testing and Inspection Services for the Chavez HVAC Modernization Phase 1 & 2, and the Haydock Marquee Project, amount not to exceed \$10,067.50 to

be paid as follows: \$5,228.00 – Routine Restricted Maintenance Funds and \$4,839.50 – MSAP Funds;

- #16-286 with Nolte Associates Inc. (NV5), to provide DSA Inspector Services for the Curren Fire Sprinkler Corrections Project, amount not to exceed \$10,200.00, to be paid with Deferred Maintenance Funds;

C.2 Ratified the following agreements:

(Ratification of Agreements)

Special Education:

- #16-270 with Casa Pacifica School, to provide Non-Public School (NPS) Services for Student DM091308 for the 2016-17 school year, including Extended School Year, amount not to exceed \$11,573.52, to be paid with Special Education Funds;

Support Services:

- #16-278 with Ventura County of Education, to provide a Counseling Grant Consultant to evaluate the implementation and impact of OSD's School Counseling Grant for the 2016-17 program year, amount not to exceed \$8,000.00, to be paid with Counseling Grant funds.
- #16-281 with Durham School Services, L.P., to provide require routine and regularly scheduled maintenance to the district's bus fleet until the district can fill the Vehicle & Equipment Mechanic position; amount not to exceed \$10,000.00 (\$55.00 per hour), to be paid with General Funds.

C.3 Approved increase of meal prices to \$2.45 for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2017-2018 school years.

(Approval of Increase to Meal Prices)

C.4 *C.4 Moved to D.2 for discussion.* Denial of Growth Leave requested by Mrs. Laura Nolan due to fiscal impact and difficulties in securing qualified substitute teachers.

C.5 Approved Field Contract #FC-P17-05055 - Lee Construction Company, in the amount of \$18,462.00 to be paid with Deferred Maintenance One-Time Funds.

(Approval of field Contract #FC-P17-05055 – Lee Construction Company)

C.6 Approved Field Contract #FC-P17-05070 – West Coast Air Conditioning. (Approval of field  
It is the recommendation of the Deputy Superintendent, Business & Fiscal Services Contract #FC-P17-05070  
and the Director of Facilities that the Board of Trustees approve Field Contract# – West Air Conditioning)  
FC-P17-05070 with West Coast Air Conditioning, in the amount of \$28,250.00, to  
be paid with Deferred Maintenance One-Time Funds.

C.7 Approved Field Contract #FC-P18-00047 – Borchard Construction Inc., (Approval of Field  
in the amount of \$22,942.50, to be paid with Deferred Maintenance One-Time Funds. Contract #FC-P18-00047-  
Borchard Construction  
Inc.)

C.8 Approved attendance of Ms. Claudia Andrade and Ms. Carmen Torres, (Approval Out Of State  
Harrington teachers, at the Staff Development for Educators (SDE) National SDE National  
Conference in Las Vegas, Nevada, July 10-14, 2017. Conference)

C.9 Approved to Apply Co-Curricular Bell Award Application through the (Approval to Apply-Co-  
California School Board Association. Curricular Golden Bell  
Application)

C10. Accepted the salary reallocation for Site Technician from Range 17.5 to (Site Technology  
Range 20.0 on the Classified/CSEA salary schedule retroactive to February 1, 2017 Technician Salary  
recommended by the Personnel Commission. Reallocation)

C11. Rejected Liability Claim #VCBA07426A1 Project York as recommended (Rejection of Liability  
by the Joint Powers Authorities. Claim #VCBA07426A1)

C12. Establish/Abolish/Reduce/ Increase Hours of Positions (Establish/Abolish/Reduce  
It is the recommendation that the Board approve the establishment, abolishment, Increase Hours Of  
reduction or increase in hours for classified positions, as submitted. Positions)

C.13 Personnel Actions  
It is recommended that the Board approve personnel actions, as submitted.

**CLASSIFIED PERSONNEL**

(CLASSIFIED  
PERSONNEL ACTIONS)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
Haidet, Susan	Accounting Specialist III, Position #5565 Budget & Finance 8.0hrs/246 days	05/17/2017

Lopez Osornio, Diego	Paraeducator II, Position #8106 Special Education 5.75hrs./183 days	05/25/2017
Saavedra, Alejandra	Paraeducator II, Position #8028 Special Education 5.75hrs./183 days	05/15/2017
Vigil Maggiolo, Maria del Carmen	District Translator, Position #645 Superintendent's Office 8.0hrs/246 days	05/03/2017

LIMITED TERM

Bobola, Michael	Paraeducator	05/11/2017
Dixon, Shaherah D.	Paraeducator	05/05/2017
Garcia, Leticia	Paraeducator	05/11/2017

PROMOTION

Alcantar, Jessica	School Office Manager (B) Position #989 Brekke 8.0hrs/210 days Secretary (B) Position #6416 Enrollment Center 8.0hrs/246 days	05/14/2017
Gutierrez, Carmen	Speech Language Pathology Assistant, Position #2843 Special Education 8.0hrs/183 days Paraeducator II (B), Position #1499 Special Education 5.75hrs./183 days	05/15/2017
	Child Nutrition Worker, Position #2849 Ritchen 5.0hrs/185 days Child Nutrition Worker, Position #2057 Itinerant 5.0hrs/185 days	05/29/2017

TRANSFERS

Guerrero, Theresa	Position Control Specialist Position #1263 Budget & Finance 8.0hrs/246 days Credential Technician, Position #376 Certificated Human Resources 8.0hrs/246 days	
Stankoski, Jodi		

RESIGNATION

Hernandez, Manuel	Lead Custodian, Position #995 Chavez 8.0hrs/246 days	05/31/2017
Wiley, Karla	Library Media Technician, Position #2523 Ramona 5.0 hrs./190 days	05/30/2017

Listed below are recommended certificated 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. (CERTIFICATION PERSONNEL)

<u>New Hire</u>	<u>Position</u>	<u>Effective Date</u>
Bequilla Zastrow, Richell	Substitute Teacher	2016/2017 School Year
Gomez, Maribel	Substitute Teacher	2016/2017 School Year
Hurtado, Werza	Substitute Teacher	2016/2017 School Year
Lucas, Lynette	Substitute Teacher	2016/2017 School Year

**Resignations**

Borrego, Michelle	Speech Therapist	06/16/2017
Castillo, Kelly	Master Principal, Curren	06/30/2017
Cline, Lisa	Deputy Superintendent, Business Services	06/23/2017
Gern, Teri	Director, HR	06/30/2017
Hernandez, Edwin	RSP, Soria	06/16/2017
Joyce, Liam	Master Principal, Frank	06/30/2017

**Retirement**

Hansen, Irvin	SDC M/S Teacher, Haydock	06/17/2017
Macias, Mary	Teacher, Ritche	06/17/2017
Ramirez, John	Teacher, Ritche	06/17/2017
Thompson, Nancy	Teacher, Brekke	06/17/2017

**Leave of Absence**

Donner, Vivian	06/03-06/16/2017
Veloz, Juan	05/03-05/30/2017

D.1 Ms. Cline explained there was a Protest filed. The protest was found not valid and contract was awarded to the next lowest bid. Ms. Cline recommended 1) Rejection of the Bid Protest submitted by GRD Construction, and 2) Award to Bid #16-03 San Miguel Preschool New Portable Classrooms; in the total amount of \$819,000.00, and enter into Agreement #16-275 with Viola, Inc. REJECTED BID PROTEST, AWARD OF FORMAL BID#16-03 AND APPROVED OF AGREEMENT #16-275

On Motion By Trustee O’Leary, Seconded by Trustee Robles-Solis and carried on a roll vote of 5-0, the Board of Trustees rejected Bid Protest and awarded Formal Bid #16-03 and Approved Agreement #16-275 for San Miguel Preschool New Portable Classrooms. (Motion# 16-157)

D.2 Request for Growth Leave by Laura Nolan;  
Dr. Vaca:

REQUEST FOR GROWTH  
LEAVE

- Staffing issue
- Challenges to students w/ inexperienced teacher for one year
- Cost to OSD \$38,183.00 (differential cost)

O’Leary Re-address & asked the approval of the leave.

Following discussion, on motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 3-2; the Board of Trustees approved Growth leave.

(Motion# 16-158)

F.1 First Reading of Board Policies, Regulations and Bylaws. Ms. Cline recommended that the board revise the Board Policies, Administrative Regulations and Bylaws, as presented and approve the first reading. She indicated the policies they were been modified in line with the County requirements to receive two grants.

Revision BP & AR 5131.62	Students TOBACCO	Freeman
Revision BP & AR 6174	Instruction EDUCATION FOR ENGLISH LANGUAGE LEARNERS	Freeman

Dr. Cesar Morales:

SUPERINTENDENT  
ANNOUNCEMENTS

- Reported he attended to the Beam Signing event and the Beam Topping event in Lemonwood.
- Reported he attended to the 1<sup>st</sup> Student Parent Leadership Summit on June 3<sup>rd</sup>, at Oxnard College. Keynote speaker was Sylvia Mendez, student on the anchor case Mendez vs. Westminster. Congratulated Dr. Vaca; Dr. Batista; Ms. Gonzales; Ms. Guerra; and Ms. Duarte for the organization of the event.
- Congratulated Haydock Elementary for their 1<sup>st</sup> place in the Concert Band and 1<sup>st</sup> Place in the Guitar Ensemble at the Knott’s Berry Farm Competition. He congratulated and thanked Ms. Ekwall.
- Reported that there will be a presentation on Thursday June 8<sup>th</sup> at Haydock.
- Reported on Friday there will be a teacher talent event at Haydock.
- He gave the floor to Ms. Freeman who presented the “A through G requirements” flier, to help parents and students get information about high schools and college requirements. Fliers would be sent by mail to the families’ addresses. She indicated that they would be making also posters with the information.

Ms. Freeman gave also an explanation about the AVID program when asked by Ms. Madrigal Lopez.



Mr. Ernie Morrison:

- Congratulated Haydock for their awards and Driffill for the soccer team playing on the city hall championship.
- Remembered Beam Topping at McAuliffe
- Indicated AVID is a program that works an suggested there should be an initiative to make AVID available to all of the students and not only a few. Maybe making a professional development for 6<sup>th</sup> to 8<sup>th</sup> grade new teachers son they.
- Congratulated the Volunteers and highlighted the importance of their work.

Mr. Denis O’Leary:

- Congratulated parents and students for the school year completed.
- Reported on May 26<sup>th</sup> he attended MICOP Conference.
- Reported Saturday he attended the Cal State Channel Islands Graduation Ceremony. Mr. Joe Mendoza was honored with a Dr. Degree.

Ms. Mónica Madrigal Lopez:

- Enquired about AVID.
- Reported she had 2 visits from Oxnard students at Cal Lutheran. A first group of 40, from Chavez and a group of 115, from Soria to speak about college, college requirements and

Mrs. Debra M. Cordes:

- Reported she attended for first time MICOP conference and was very impressed. Recommended teachers to attend such conferences, specially the teachers with a large population of Mixteco students.
- Reported that attended the Latino Film Project event.
- Thanked Ms. Fox for her excellent presentation.
- Congratulated Trustee Robles Solis for the PTA recognition on their Friday meeting.
- Reported she assisted to the Beam Topping event.
- Thanked Ms. Freeman for the flier on A through G requirements.

Mrs. Veronica Robles-Solis:

- Reported she attended the Latino Film School Trip with Ramona students, Ramona staff, Dr. Vaca, Ms. Freeman and Ms. Cordes the Friday before.
- Reported she attended to the 1<sup>st</sup> Student Parent Leadership Summit on June 3<sup>rd</sup>, at Oxnard College.
- Reported she attended the Beam Signing event.
- Reported she attended Elm school.

- Remembered everyone that next Friday there would be a multicultural event at McKinna.

Trustees convened to closed session at 8:50 p.m. until 10:03 pm. to discuss items on the closed session agenda. CLOSED SESSION

- On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call Vote of 5-0; the Board of Trustees voted to approve the settlement agreement in OAH Case # 2016-090944. REPORT ON  
SECOND  
PORTION OF  
CLOSED SESSION

There being no further business, on motion by Trustee Robles Solis, seconded by Trustee Cordes, President Morrison adjourned the meeting at 10:03 p.m. ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of June 7, 2017; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Regular Board Meeting  
June 21, 2017

The Board of Trustees of the Oxnard School District met in regular Session at 5:00 p.m. on Wednesday, June 21, 2017, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison and Trustees, Debra M. Cordes, Denis O’Leary, Veronica Robles-Solis and Monica Madrigal Lopez. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Rose Chaparro.

ROLL CALL

Andrea Munoz, 5<sup>th</sup> grader in Ms. Regina Alvarado’s class from Sierra Linda School, led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Jenna Lee Rodriguez, 5<sup>th</sup> grader in Ms. Regina Alvarado’s class, Karla Alatorre, 5<sup>th</sup> grader in Mrs. Breana Varela’s class, and Lesly Fernandez and Luis Alvarado, 5<sup>th</sup> graders in Mr. Kubilos’ class, read the District’s Vision and Mission Statements in English and in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Carmen Serrano, Principal at Sierra Linda Academy of Health & Art, gave an overview of the activities, events, program implementation that took place during the year.

PRESENTATION BY SIERRA LINDA SCHOOL ACADEMY OF HEALTH AND ART

President Morrison thanked the students, parents and staff for their participation in the board meeting.

The Board of Trustees recognized millionaire reader students from Sierra Linda. Andrea Muñoz, Alejandro Solano, Miguel Moreno, Leslie Fernandez and Luis Alvarado received a recognition from the Board.

RECOGNITION OF OXNARD SCHOOL DISTRICT MILLION WORD READERS

A.5 Changes to the agenda were noted:

ADOPTION OF THE AGENDA

- Section C, Consent Agenda – C.29 Personnel Actions, please correct Classified Personnel Action Resignation to read Retirement for Celia Gonzales due to a typographical error.
- Section F, Board Policies – F.1 Second Reading of Board Policies, Regulations and Bylaws, please pull Revision BP & AR 6174 Education for English Language Learners. This agenda item will be brought back to the Board in August.

On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board adopted the agenda, as amended.

A.6 Ernesto Flores and Jeremy Cohen from CFW presented the semi-annual update of the Master Construct and Implementation program adopted by the Board for 2017. The presentation included the major accomplishments for the last 6

STUDY SESSION  
JUNE 2017 SEMI-ANNUAL

months, recommendations moving forward, and budget adjustments proposed to the program.

IMPLEMENTATION  
PROGRAM

ANNOUNCEMENTS PRIOR TO CLOSED SESSION June 21, 2017:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

Ilene Poland, CSEA President, addressed the Board of Trustees during closed session public comment, and asked that they reconsider agenda item C.28.

PUBLIC COMMENT  
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – 1 case
- EXISTING LITIGATION: 2 cases  
Office of Administrative Services Case No: OAH 2016100073 and OAH 2016110811

Secondly, READMIT EXPELLED STUDENTS ( Education Code 48916)

- Case No. 15-13 (Action Item)
- Case No. 15-14 (Action Item)

Thirdly, REMOVAL/SUSPENSION/EXPULSION OF STUDENT (Education Code 48912; 20 U.S.C. Section 1232g)

- Case No. 16-20 (Action Item)

Fourthly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Fifthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

- Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) APPOINTMENTS
  - Director, Certificated Human Resources
  - Principal, Elementary

Trustees convened to closed session at 6:43 p.m. until approximately 7:25 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board would be returning to close session after the regular board meeting to complete the items on the closed session agenda.

REPORT ON CLOSED SESSION

President Morrison reported the Board deliberated on student matters in closed session and took action in open session:

REPORT ON CLOSED SESSION

- On motion by Trustee Robles-Solis, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; Removal/Suspension/Expulsion of a Student, Case #16-20 the Board of Trustees approved administration recommendation. (Motion #16-159)
- On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; on the matter to consider the Request to Readmit Expelled Student(s): Case #15-13 the Board of Trustees approved administration recommendation. (Motion #16-160)
- On motion by Trustee O’Leary, seconded by Trustee Robles Solis and carried on a roll call vote of 5-0; on the matter to consider the Request to Readmit Expelled Student(s): Case #15-14 the Board of Trustees approved administration recommendation. (Motion #16-161)

A.11 **Recognition of Retirees** (Certificated – Vaca) (Classified – Koch)

RECOGNITION OF REIREES (CERTIFICATED & CLASSIFIED)

Mary Kay Lambert – Teacher  
Arturo Jose – Custodian  
Mary Macias – Teacher  
Carol Miller – Teacher  
Lourdes Miranda Teacher  
Cynthia Morales – Teacher  
Maribel Moreno – Bus Driver  
Randi Perkins – Teacher  
Andrea Pulido – Teacher  
John Ramirez – Teacher  
Grace Ratliff – Teacher  
Jeanette Rosalez – CNS Cafeteria Coordinator  
Rosalinda Ruvalcaba – Office Assistant II  
Terry Schur – Teacher  
Jeri Solomon – Teacher  
Nancy Thompson – Teacher  
AnaLilia Vasquez – Preschool Teacher  
Roger Wright – RSP Teacher

A.12 Recess and Reception

RECESS AND RECEPTION

Dr. Vaca acknowledged Mr. Greg Brisbine and Ms. Sally Wennes for their work mentoring new administrative personnel.

Dr. Morales and the Board of Trustees honored Executive Assistant to the Superintendent and the Board of Trustees Ms. Sylvia Carbajal.

B.1 Clerk Cordes read the rules for public presentations in English and Spanish RULES FOR PRESENTATIONS

No one addressed the Board of Trustees during public comment. PUBLIC COMMENT

The following items on the consent agenda were approved on motion by Trustee Robles-Solis seconded by Trustee Cordes, and carried on a roll call vote of 5-0, as (presented or amended). CONSENT AGENDA (Motion #16-162)

C.1 Approved the following agreements: (Approval of Agreements)  
Academic:

- #17-15 Ventura County Office of Education, to provide professional development – Language Arts Program to the Oxnard Scholars after school program staff during the period of August 1, 2017 through June 30, 2018; amount not to exceed \$16,750.00, to be paid with ASES Grant Funds;
- #17-16 Ventura County Office of Education, to provide professional development – Math Program to the Oxnard Scholars after school program staff during the period of July 1, 2017 through June 30, 2018; amount not to exceed \$21,800.00, to be paid with ASES Grant Funds.

Enrichment:

- #17-29 Kingsmen Shakespeare Company, to provide educational workshops for students in the Oxnard School District during the period of July 1, 2017 through June 30, 2018; amount not to exceed \$34,000.00, to be paid with Title 1 & Site Allocated General Fund Non-Targeted Funds;
- #17-30 Hip Hop Mindset, to provide hip hop dance lessons for students in the Oxnard School District during the period of July 1, 2017 through June 30, 2018; amount not to exceed \$45,000.00, to be paid with ASES Grant Funds;
- #17-31 Every Monday Matters Inc., to provide a curriculum for after school program students in the Oxnard School District focused around “I Matter, You Matter, and We Matter” activities and lessons during the period of July 1, 2017 through June 30, 2018; amount not to exceed \$9,100.00, to be paid with After School Education and Safety Grant.

Special Education:

- #17-24 Ventura County Office of Education/SELPA, to provide Occupational Therapist (OT) and Certified Occupational Therapist Assistant (COTA) services for students in the Oxnard School District during the period of September 1, 2017 through July 31, 2018; amount not to exceed \$97,920.00, to be paid with Special Education Funds;
- #17-25 JLJ Consulting, to develop and implement professional development for assessment team members, including school psychologists, special education teachers, speech/language pathologists, and administrators during the period of July 1, 2017 through June 30, 2018; amount not to exceed \$75,000.00, to be paid with Special Education Funds;

- #17-26 Olvera Psychological and Educational Consulting Services to provide Independent Evaluator Services during the period of August 16, 2017 through June 30, 2018; amount not to exceed \$22,500.00 (\$4,500.00 per student referral), to be paid with Special Education Funds;
- #17-27 Ventura County Office of Education/SELPA to provide Social/Emotional Services Specialist services during the period of September 1, 2017 through July 31, 2018; amount not to exceed \$311,040.00, to be paid with Special Education Funds.

**Support Services:**

- #17-13 The Coalition for Family Harmony to provide education groups on violence prevention to identified students at the Middle School Academies during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;
- #17-14 Children’s Resource Program/Ventura County Medical Resources Foundation to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families’ ability to pay for health care during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;
- #17-17 Oxnard Children’s Dental Group to provide school presentations that will include a toothbrush kit for each child and the knowledge to prevent tooth decay through proper hygiene and smart snack and food choices during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;
- #17-18 Big Brothers Big Sisters of Ventura County to provide a professional program manager at Chavez Elementary School & Lemonwood Elementary School to implement their evidenced-based Site Based Mentoring Program during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;
- #17-19 County of Ventura Public Health Nursing Teen Project to provide teen pregnancy prevention workshops for families in Oxnard School District during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;
- #17-20 Kids & Families Together to provide development and implementation of Community Coalitions focused on Kinship Families, families who are caring for related children and youth, during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;
- #17-21 NAMI Ventura County to provide meetings, trainings, and other communication to assist in understanding how mental illness impacts family members as well as individuals with mental illness during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;
- #17-22 New Dawn Counseling & Consulting Inc. to provide licensed Marriage, Family Therapist Interns, (MFT), to work in conjunction with school administrators and Outreach Specialists to provide mental health services, as requested by the parent/guardian, to students in the Oxnard School District, during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;
- #17-23 HealthCorps will participate in the District’s Wellness Committee and other similar groups implementing school wellness policies at Sierra Linda Elementary & Rose Avenue Elementary during the period of July 1, 2017 through June 30, 2018, no fiscal impact to the Oxnard School District;



- #17-28 Terra Firma Enterprises will design, develop, and implement a 3-4 hour table top exercise for Oxnard School District EOC personnel only to evaluate and assess the District's Emergency Operations Plan, policies and procedures, during the period of July 1, 2017 through June 30, 2018; amount not to exceed \$16,640.00, to be paid with Safety Credits;
- #17-32 R.M. Pyles Boys Camp will provide youth leadership and character development program services, to instill new attitudes and behavior as well as teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world, during the period of July 1, 2017 through June 30, 2018; no fiscal impact to the Oxnard School District;
- #17-33 Elliott Schlang DDS Inc. will provide dental services to Oxnard School District children who do not have regular access to this care during the period of July 1, 2017 through June 30, 2018; no fiscal impact to the Oxnard School District;
- #17-34 American Logistics Company, LLC will from time to time supplement the districts' transportation programs, during the period of July 1, 2017 through June 30, 2018; amount not to exceed \$25,000.00, to be paid with General Funds;
- #17-38 Diane Turini-Mize, LMFT, SEP will provide individual and/or family Psychotherapy for students K-8<sup>th</sup> grade in the Oxnard School District during the period of August 16, 2017 through June 30, 2018; amount not to exceed \$92,000.00, to be paid with Medi-Cal Funds;
- #17-40 enVision Consulting Group to assist with the preparation of the Oxnard School District Annual Parent Rights Notification Handbook for 2017-2018 as required by the California Education Code 48980; amount not to exceed \$5,000.00, to be paid with General Funds;
- #17-44 Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Dwire School for the 2017-2018 fiscal year; no fiscal impact, revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating;
- #17-45 Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at James Foster School for the 2017-2018 fiscal year; no fiscal impact, revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating.

**Personnel:**

- #17-39 CompHealth Medical Staffing to provide temporary services to Oxnard School District students consistent with the student's Individualized Education Program, July 1, 2017 through June 30, 2020; amount not to exceed \$82.00 per hour per rate sheet, to be paid with Special Education Funding;
- #17-48 Action Preparedness Training to provide CPR training and First Aid training to teachers and support staff as needed for the 2017-2018 school year; amount not to exceed \$6,500.00, to be paid with General Funds;

**Facilities:**

- #17-12 Zixta Enterprises, Inc., DBA Vallarta Supermarkets for the use of the Educational Service Center (ESC) front parking lot for the period of July 1, 2017 through June 30, 2018; at a cost to Vallarta of \$24,000.00;
- #17-46 Ventura County Office of Education for the use of facilities at Ritchen School for the 2017-2018 fiscal year; VCOE pays OSD \$8,000.00 annually for the use of one classroom and one co-ed ADA compliant restroom

C.2 Ratified the following agreements:

(Ratification of

**Academic:**

- #16-289 Center for Collaborative Solutions to provide leadership team members that support the after school programs and Site Coordinators for the 2016-17 school year, beginning June 19, 2017; amount not to exceed \$3,000.00, to be paid with ASES Grant Funds;
- #17-47 Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District to provide Indian Education for the 2017-18 school year, beginning June 19, 2017; amount not to exceed \$3,523.93, to be paid with Title 1 Funds.

**Special Education:**

- Amendment #1 to Agreement #16-164 Endtest Pro Psychology Inc. to provide independent education evaluations for Special Education Services Department for the 2016-2017 school year; original agreement was for \$10,000.00, Amendment #1 is for an additional \$20,000.00, for a total cost of \$30,000.00 to be paid with Special Education Funds;
- Amendment #1 to Agreement #16-198 Behavior Insights Inc. to provide independent education evaluations for Special Education Services Department for the 2016-2017 school year; original agreement was for \$15,000.00, Amendment #1 is for an additional \$10,000.00, for a total cost of \$25,000.00 to be paid with Special Education Funds;
- #16-280 Casa Pacifica School to provide Non-Public School Services for Student TA021803, for the 2016-2017 school year, including Extended School Year; amount not to exceed \$9,566.00, to be paid with Special Education Funds;
- #16-287 Ventura County Office of Education (VCOE) for the 2016-17 school year, to provide exceptional services to three (3) special education students that consist of support from Special Circumstances Paraeducator Services (SCP), including Extended School Year; amount not to exceed \$14,159.00, to be paid with Special Education Funds
- #16-288 Passageway School to provide Non-Public School Services for Student LK092804 for the 2016-17 school year, beginning May 31, 2017, and including Extended School Year through July 2017; amount not to exceed \$5,269.59, to be paid with Special Education Funds.

C.3 Approved renewal of Agreement #98-82 for Pupil Transportation Services and Agreement #98-83 for the Lease of Transportation Facilities with Durham School Services for the fiscal year 2017-2018; amount not to exceed \$3,100,000.00, to be paid with General Fund.

Approval of Contract Renewal for Agreement #98-82 Pupil Transportation Services and Agreement #98-83 Lease of Transportation Facilities for the 2017-2018 School Year with Durham School Services

C.4 Approved utilization of piggyback bids for purchasing products and services, as presented; any fees incurred will be charged to end user's budget.

Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services Throughout Fiscal Year 2017-2018

C.5	Approved selection of vendors for the Child Nutrition Program for the 2017-2018 school year	Selection of Vendors for Child Nutrition Program
C.6	Approved request to reject York Claim #VCBA07651A2 as recommended by the Joint Powers Authorities.	Rejection of Liability Claim: #VCBA07651A2
C.7	Approved 2017-2018 Education Protection Account Spending Plan.	Request for Approval of 2017-2018 Education Protection Account (EPA) Spending Plan
C.8	Approved Resolution #17-01, to authorize appropriation transfers for the 2016-2017 fiscal year, and authorize its filing with the Ventura County Office of Education.	Resolution #17-01 Authorization For Expenditure Transfers For 2016-2017
C.9	Approved Resolution #17-02, authorizing temporary loans between district funds during the 2017-2018 fiscal year, and authorize its filing with the Ventura County Office of Education.	Resolution #17-02 for Authorization To Make Temporary Loans Between District Funds For 2017-2018
C.10	Approved Resolution #17-03, authorizing expenditure transfers for the 2017-18 fiscal year, and authorize its filing with the Ventura County Office of Education.	Resolution #17-03 Authorization for Expenditure Transfers for 2017-2018
C.11	Approved Resolution #17-04, authorizing reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2017. And authorize its filing with the Ventura County Office of Education.	
C.12	Approved Purchase Order/Draft Payment Report #16-10, as submitted.	Purchase Order /Draft Payment Report #16-10
C.13	Approved the district's enrollment report as of May 31, 2017.	Enrollment Report
C.14	Approved Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District	Certification of Signatures
C.15	Approved Amendment #006 to Agreement #15-198 with Swinerton Builders, to provide additional architectural and engineering services for the Lemonwood K-8 Reconstruction Project; amount not to exceed \$58,250.14, to be paid with Master Construct & Implementation Funds.	(Approval of Amendment #006 to Agreement #15-198 with Swinerton Builders to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project)

- C.16 Approved Amendment #007 to Agreement #15-198 with Swinerton Builders, to provide additional architectural and engineering services for the Lemonwood School Reconstruction Project; amount not to exceed \$11,622.11, to be paid with Master Construct & Implementation Funds. (Approval of Amendment #007 to Agreement #15-198 with Swinerton Builders to Provide Additional Architectural Services for the Lemonwood School Reconstruction Project)
- C.17 Approved Contractor Contingency Allocation No.3-S to Construction Services Agreement #13-124 with CTE South INC., to perform Geotechnical Services for the Marshall New Classroom Building Project. (Approval of Dispersal NO. 3-S from the Marshall New classroom project Contractor Contingency for Payment of Additional Work Associated with the Project)
- Contractor Contingency Allocation No. 3-S to Agreement #13-124 with CTE South Inc. for additional work completed during the design phase, in the amount of \$1,705.00, to be paid from the Master Construct and Implementation Funds.
- C.18 Approved Supplemental Work Authorization Letter #4 to Agreement #13-131 with Rincon Consultants Inc. to perform environmental support services for Elm Elementary School Reconstruct Project, in the amount of \$6,972.00, to be paid from the Master Construct and Implementation Funds. (Approval of Work Completion Elm School #4 for Agreement #13-131 with Rincon Consultants Inc.)
- C.19 Approved Work Authorization Letter #8 for Master Agreement #13-122 with Earth Systems Southern California, for Design Phase Geotechnical Engineering Services for the Doris/Patterson Site, in the amount of \$33,000.00, to be paid from the Master Construct and Implementation Funds. (Approval of Work Authorization Letter #8 for Agreement #13-122 with Earth Systems So. California for design phase Doris/Patterson)
- C.20 Approved Work Authorization Letter #9 for Master Agreement #13-132 with Tetra Tech Inc., for the Doris Patterson Project, in the amount of \$4,500.00, to be paid from the Master Construct and Implementation Funds. (Approval of work Letter #9 with Tetra Tech Inc. for Pipeline Risk Analysis Services for the Doris/Patterson Project )
- C.21 Approve Work Authorization Letter #10 for Master Agreement #13-132 with Tetra Tech Inc., for Aviation Risk Hazard Assessment Services for the Doris/Patterson Project, in the amount of \$ 35,00.00, to be paid from the Master Construct and Implementation Funds. (Approval of Work Letter #10 with Tetra Tech Inc. for Aviation Risk Hazard Assessment Services for the Doris/Patterson Project)
- C.22 Approved Lease-Leaseback Agreements #17-41, #17-42 and #17-43 with Bernards to provide Construction Services related to the McKinna Elementary School Reconstruction. The project, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery pursuant to Section 17406 of the Southern California Education code, in the amount \$229,322.00, to be paid from the Master Construct and Implementation Funds, and if available State Aid reimbursements. (Approval of Lease-Leaseback Agreements #17-41, #17-42 and #17-43 between OSD and Bernards for McKinna School Project)

- C.23 Rejected Formal Bid Award, Bid #16-07 Harrington Early Child Development Center. (Rejection of Formal Bid Award, Bid #16-07 Harrington Early Child Development Center)
- C.24 Approved Field Contract #FC-P17-05289 – Mesa Energy Inc. dba EMCOR Services Mesa Energy in the amount of \$27,845.00, with Mesa Energy Systems Inc. dba EMCOR Services Mesa Energy, to be paid with Deferred Maintenance One-Time Funds. (Approval of Field Contract #FC-P17-05289- Mesa Systems Inc. dba EMCOR Services Mesa Energy)
- C.25 Approved Field Contract #FC-P17-05290 – Precision Environmental, Inc., for \$2,660.00, with Precision Environmental Inc., to be paid with Deferred Maintenance Funds. (Approval of Field contract #FC-P17-05290 – Precision Environmental, Inc.)
- C.26 Approved Destruction of Records that have reached the end of their hard copy retention period, as presented. (Approval of Destruction of Records)
- C.27 Approved Job Duties for New Job Description: Public Information Officer so that a new classification can be taken to, and approved by, the Personnel Commission. (Approval of Job Duties for New Job Description: Public Information Officer)
- C28. Establish/Abolish/Reduce/Increase Hours of Positions, as submitted. (Establish/Abolish/Reduce/ Increase Hours of Positions)
- C29. Personnel Actions  
It is recommended that the Board approve personnel actions, as submitted. (Personnel Actions)

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Jindal, Shweta	Accounting Specialist III, Position #846 Budget & Finance 8.0 hrs/246 days	07/10/2017
Lopez Jr., Richard	Custodian, Position #6449 Lemonwood 4.0 hrs/246 days	06/06/2017
Olivares, Rury	Paraeducator II, Position #7914 Special Education 5.75 hrs/ 183 days	05/26/2017
Rodriguez, Joanna	Paraeducator III, Position #8000 Special Education 5.75 hrs./183 days	06/01/2017
Rodriguez Samame, Natali	District Translator, Position #8119 Special Education 8.0 hrs./246 days	06/01/2017
Segovia, Shawn	Custodian, Position #2541	06/05/2017

Wellwood, Caitlin	Fremont 4.0 hrs./246 days Paraeducator III, Position #1628 Special Education 5.75 hrs./183 days	06/06/2017
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**Limited Term**

Nunez, Sergio	Paraeducator	06/02/2017
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**Transfer**

Avalos, Martha	Child Nutrition Worker, Position #2219 Frank 5.0 hrs./185 days Child Nutrition Worker, Position #2851 Fremont 5.0 hrs./185 days	05/30/2017
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**Unpaid Leave of Absence**

Garcia, Sarah	Child Nutrition Worker, Position #1263 Budget & Finance 8.0 hrs/246 days	05/15/2017-06/20/2017
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Monroy, Stephanie	Library Media Technician, Position #2237 Fremont 8.0 hrs./192 days	06/22/2017-08/08/2017
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**Resignation**

Barrera, Leticia	Outreach Specialist, Position #2686 Ritchen 8.0 hrs/180 days	6/16/2017
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Cline, Lisa	Deputy Superintendent, Position #301 Business Services 8.0 hrs/246 days	06/23/2017
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Schouten, Sarah	Paraeducator I, Position #7193 Sierra Linda 4.16hrs./183 days	06/02/2017
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Cummings, Natalie	Paraeducator I, Position #7190 Ritchen 4.0 hrs./183 days	06/16/2017
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**Retirement**

Gonzales, Celia	Migrant Education Recruiter, Position #7101 English Learner Services 8.0 hrs./246 days	12/21/2017
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D.1 On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board of Trustees approved the Variable Term Waiver for bilingual authorization for Jasmin Arceo, as presented, after Dr. Vaca gave a short explanation.

APPROVAL OF THE  
VARIABLE TERM  
WAIVER FOR  
BILINGUAL  
AUTHORIZATION FOR  
JASMIN ARCEO  
(Motion #16-163)

- D.2 On motion by Trustee Cordes seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees approved the Variable Term Waiver for bilingual authorization for Adriana Camarillo, as presented after Dr. Vaca explanation. APPROVAL OF THE VARIABLE TERM WAIVER FOR BILINGUAL AUTHORIZATION FOR ADRIANA CAMARILLO (Motion #16-164)
- D.3 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved the Oxnard School District 2017-18 Local Control and Accountability Plan (LCAP), after a brief presentation by Ms. R. Freeman on some additions. APPROVAL OF OXNARD SCHOOL DISTRICT 2017-18 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Motion #16-165)
- D.4 On motion by Trustee Robles-Solis, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees approved the Oxnard School District’s compliance with the Cal200 settlement, after a brief explanation from Ms. Freeman. APPROVAL OF CAL200 SETTLEMENT AGREEMENT 2<sup>nd</sup> SEMESTER REPORTING PERIOD (Motion #16-166)
- D.5 On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0 ; the Board of Trustees approved the Oxnard School District’s self-insurance plan at the new rate to be determined per year per iPad \$15.00, and to be determined per year per laptop \$30.00, after a presentation by Ms. Valerie Mitchel and discussion. APPROVAL OF DISTRICT IPAD SELF-INSURANCE AND 2016-17 LOSS INFORMATION (Motion #16-167)
- D.6 On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees approved the selection and purchase with Read It Once Again. ADOPTION OF PRESCHOOL CURRICULUM FOR SPECIAL EDUCATION (Motion #16-168)
- D.7 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees adopt the Oxnard School District Budget for 2017-18 fiscal year. Ms. Cline indicated there have not been changes since last meeting. ADOPTION OF OXNARD SCHOOL DISTRICT 2017-18 BUDGET (Motion #16-169)
- D.8 On motion by Trustee Madrigal-Lopez, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0 ; the Board of Trustees appoint IBI Group as Architect of Record for the Rose Avenue Elementary School Reconstruction Project and approved Agreement #17-49 for Architectural Services with IBI Group, and the proposed project design and site layout. There was a presentation presentation from Craig Adkirsen from IBI Group. CONSIDER APPOINTMENT OF IBI GROUP AS ARCHITECT OF RECORD FOR THE ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Motion #16-170)



F.1 On motion by Trustee Robles Solis, seconded by Trustee O’Leary and carried out a roll call vote of 5-0 the Board reviewed and approved the new revision of Board Policy, Administrative Regulation and Bylaw BP&AR 51.3 and pulled Revision of BP&AR 6174 for August 3<sup>rd</sup> meeting:

Revision BP & AR 5131.62	Students TOBACCO	Ms. Robin Freeman
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SECOND READING  
AND APPROVAL OF  
BOARD POLICIES,  
ADMINSTRATIVE  
REGULATIONS AND  
BYLAWS  
(Motion #171)

Dr. Cesar Morales:

- Congratulated retirees of OSD.
- Congratulated teaching staff for completing a successful year.
- Mentioned there are several trainings going on with great attendance of teachers preparing for next 2017-18 year.
- Reported there is a full and robust professional development calendar during the summer and the rest of the year.
- Congratulated all the collaboration received from teachers and curriculum and leadership committees.
- Thanked Classified and support staff.
- Exhorted everyone in the District to reflect on the positive and consider what can be refined to better the students in the OSD; and rest recharge batteries for next year.
- Introduced new Executive assistant Ms. Rose Chaparro.

SUPERINTENDENT  
ANNOUNCEMENTS

Ms. Monica Madrigal Lopez:

- Thanked retirees and Ms. Sylvia Carbajal and welcomed Mr. Rose Chaparro.
- Reported she visited Soria last week.
- Reported she attended Festival on Friday.
- Reported she promotion ceremonies.
- Thanked Ms. Freeman for the information on AVID

TRUSTEE  
ANNOUNCEMENTS

Mrs. Veronica Robles-Solis:

- Thanked Deputy Lisa Cline for her dedication and time at the OSD and wished the best in her future job.
- Welcomed Ms. Rose Chaparro.
- Thanked Ms. Sylvia Carbajal.
- Congratulated all the students on the nine promotions.
- Thanked all the School District personnel for a great year.
- Thanked teachers in the OSD, and expressed her appreciation for Mr. Rodriguez, Ms. Martinez, Ms. Dominguez, Ms. Barajas, Ms. Listen, Ms. Manzano, Ms. Preciado.

Mr. Denis O’Leary:

- Congratulated Ms. Sylvia Carbajal and thanked for her help.
- Thanked the teachers and staff on other successful year.
- Congratulated Lisa on her new position.
- Congratulated the retiree that covered every facet of education.
- Indicating he is looking forward to a new year.

Mrs. Debra Cordes:

- Thanked Ms. Sylvia Carbajal.
- Congratulated Ms. Andrea Pulido, Ms. Dempsey and other retirees.
- Reported she attended to nine graduation ceremonies.
- Wished good luck to Ms. Kelly Castillo and Terry G.
- Thanked Ms. Lisa Cline for a great job.
- Thanked Ms. Andrea Pulido and Ms. Leskovits
- Welcomed Ms. Rose Chaparro
- Indicated that she is looking forward to seeing the results of assessments.

Mr. Ernest Morrison:

- Stated he enjoyed the nine ceremonies he attended and the student speeches.
- Asked for the ceramics program, and suggested keep that going.
- Promised he will take care of the plant received and will take it back to Curren next year.
- Thanked Ms. Sylvia Carbajal for her job.
- Welcomed Ms. Rose Chaparro.

Trustee O'Leary left after closed session at 10:58 pm

Trustees reconvened to closed session at 9:38 p.m. until 10:58 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Morrison gave a report on closed session:

REPORT ON  
SECOND PORTION  
OF CLOSED  
SESSION

- On motion by Trustee Cordes, seconded by Trustee O'Leary and carried on a roll call vote of 5-0; on the matter of Office of Administrative Services Case No. OAH 2016100073 the Board of Trustees approved administrations recommendation. (Motion# 16-172)
- On motion by Trustee Cordes, seconded by Robles Solis and carried on a roll call vote of 5-0; on the matter Office of Administrative Services Case No. OAH 2016110811 the Board of Trustees approved administrations recommendation Motion # (16-173)
- On motion by Trustee O'Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0; the Board appointed Dr. Ed Bond to the position of Director of Certificated Human Resources. (Motion #16-174)
- On motion by Trustee O'Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0; appoint Dr. Andres Santamaria and Chantal Anderson-Witherspoon to the position of principals. (Motion #16/175)

There being no further business, on motion by Trustee Cordes, seconded by Trustee Robles Solis, President Morrison adjourned the meeting at 11:06 p.m. ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the  
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of  
June 21, 2017; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM

January	17	Regular Board Meeting (Note: only ONE meeting in January)
February	7	Regular Board Meeting
	21	Regular Board Meeting
March	7	Regular Board Meeting
	21	Regular Board Meeting
April	18	Regular Board Meeting (Note: only ONE meeting in April)
May	2	Regular Board Meeting
	16	Regular Board Meeting
June	6	Regular Board Meeting
	20	Regular Board Meeting
July		District Dark – No meeting in July
August	8	Regular Board Meeting
	22	Regular Board Meeting
September	5	Regular Board Meeting
	19	Regular Board Meeting
October	10	Regular Board Meeting
	24	Regular Board Meeting
November	14	Regular Board Meeting (Note: only ONE meeting in November)
December	12	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.***

Spring Break: March 26 – April 6, 2018  
First Day of School: August 16, 2018

Board Approved: 12-6-17

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