

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Monica Madrigal Lopez, Clerk
Mr. Denis O'Leary, Member
Dr. Jesus Vega, Member
Mrs. Debra M. Cordes, Member

ADMINISTRATION

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

AGENDA #15
REGULAR BOARD MEETING
Wednesday, May 1, 2019
5:00 p.m. – Study Sessions
Closed Session to Follow
7:00 p.m. - Regular Board Meeting

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

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

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

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**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:

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

A.2 Pledge of Allegiance to the Flag

Dr. Jodi Nocero, Principal at Kamala School, Academy of the Arts and Technology, will introduce Jolette Moyeda and Harry Garcia, 8th graders in Mr. Godinez’ class, Yudeisy Martinez, Kindergartener in Ms. Cortez’ class, and Jose Moyeda, Kindergartener in Ms. Aranzazu’s class, who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read in English by Harry Garcia, 8th grader in Mr. Godinez’ class and in Spanish by Jolette Moyeda, 8th grader in Mr. Godinez’ class.

A.4 Presentation by Kamala School, Academy of the Arts and Technology

Dr. Jodi Nocero will provide a short presentation to the Board regarding Kamala School, Academy of the Arts and Technology. Following the presentation, President Robles-Solis 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:

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

A.6 Recognition of Oxnard School District’s Million Word Readers (DeGenna/Curtis)

The Board of Trustees will recognize students who have read One Million Words. Students will receive a t-shirt that states, “I Read 1,000,000 Words What’s your Superpower.”

A.7 Recognition of African American Speech Expo Winners (DeGenna)

The Board of Trustees will recognize students who were co-winners at the African American Speech Expo on Saturday, February 24, 2019. Each of them will share their speech or poem.

A.8 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

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

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.9 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigations:
 - J.R. et. al. 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 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - a) Public Employee(s) Discipline/Dismissal/Release
 - b) Reassignment, Appointment

A.10 Reconvene to Open Session

7:00 PM

A.11 Report Out of Closed Session

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

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

Section A
PRELIMINARY
 (continued)

A.12 Adoption and Presentation of Resolution #18-29 “National School Nurse Day” May 8, 2019 (DeGenna/Ridge)

The Board of Trustees will recognize May 8, 2019 as “National School Nurses Day” as proclaimed by the National Association of School Nurses.

A.13 Adoption and Presentation of Resolution #18-33 in Recognition of “Teacher Appreciation Week 2019” (Dr. Morales)

The Board of Trustees will adopt and present Resolution #18-33 “Teacher Appreciation Week 2019”, recognizing May 6-10, 2019 as Teacher Appreciation Week 2019, to representatives of the Oxnard Educators Association.

A.14 Presentation: CSUCI Junior Scientist Project (DeGenna)

We have approximately 200 OSD students in 6th and 7th grade classes at Curren, Lemonwood and Haydock who have taken part in a program called the CSUCI Junior Scientist program, which was created in partnership with CSUCI (under the direction of professor Phil Hampton), the Amgen Foundation and VC STEM. During the course of this project, CSUCI undergraduate students work with our students to plan, design and carry out investigations focused on real-world current scientific issues. The CSUCI Junior Scientist program helps develop a strong connection for our students to the university and gives our students the chance to see themselves as future university or college students. This presentation will show the various programs at our school sites.

A.15 Presentation: Healthy Kids Wraparound Services and Wellness (DeGenna/Ridge)

The presentation provides an overview of support systems for Oxnard School District students. These supports are comprehensive and are designed to support the whole child and to create optimal conditions for learning.

A.16 Presentation: CORE Academic Growth Awards Recognition (DeGenna)

Presentation on the CORE collaborative achievements in our schools will showcase schools having the greatest impact on student achievement in English language arts, math or both subjects.

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

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

Public Comment shall be limited to a total of fifteen (15) minutes per subject, with a maximum of three (3) minutes per speaker.

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

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

Los comentarios del público estarán limitados a un total de quince (15) minutos por tema, y un máximo de tres (3) minutos por persona.

**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:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

C.I Agreements

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

Enrichment:

- #18-227 with Hip Hop Mindset, to provide hip hop dance lessons to students at Haydock Academy from May 2, 2019 through June 14, 2019, for an amount not to exceed \$1,920.00, to be paid with Title 1 funds. DeGenna/
Brisbine

Special Education:

- #19-05 with Maxim Healthcare Services Inc., to provide supplemental staffing to the Special Education Services Department on an “as needed” basis. Maxim Healthcare Services Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. The Special Education Services Department will provide orientation, support, facilities, and training, for an amount not to exceed \$300,000.00, to be paid with Special Education funds. DeGenna/
Sugden

Support Services:

- #18-228 with Forever Found, to provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to conduct staff training on Human Trafficking, and Word on the Street classes. Forever Found will also provide support and intervention for students who have been confirmed CSEC (Commercial Sexual Exploitation of Children) or display behavior that leads the Oxnard School District to deem the student highly vulnerable. DeGenna/
Ridge
- #19-03 with enVision Consulting Group, to assist the District in the yearly revision of the Annual Parent Rights Notification Handbook, and also provides translation services for the handbook, for an amount not to exceed \$3,000.00, to be paid out of the General Fund. DeGenna/
Ridge
- #19-04 with All Languages Interpreting & Translating, to provide interpreting & translating services for the Special Education Services Department during the period of May 1, 2019 through June 30, 2020, for an amount not to exceed \$50,000.00, to be paid with Special Education funds. DeGenna/
Sugden

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 Fence License Agreement #18-229 for the Elm Elementary School Reconstruction Project

| | |
|--|--|
| 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 ratify Fence License Agreement #18-229 with the City of Oxnard for the Elm Elementary School Reconstruction Project. | Dept/School Penanhoat/ Fateh/ CFW |
|--|--|

C.3 Ratification of Work Authorization Letter #16S to Earth Systems Pacific to provide Geotechnical Observation and Testing Services for the Marshall New Classroom Building Project

| | |
|--|--|
| 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 ratify WAL #16S for Master Agreement #13-122 with Earth Systems Southern California, for an amount not to exceed \$9,000.00, to be funded from the Master Construct and Implementation funds. | Dept/School Penanhoat/ Fateh/ CFW |
|--|--|

C.4 Ratification of Work Authorization Letter #7 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the Kinder/Flex Facilities Projects at McAuliffe and Ritchen

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|--|--|
| Ratification of Work Authorization Letter #7 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the Kinder/Flex Facilities Projects at McAuliffe and Ritchen, for an amount not to exceed \$22,685.00, to be funded from the Master Construct and Implementation funds. | Dept/School Penanhoat/ Fateh/ CFW |
|--|--|

C.5 Ratification of Amendment No. 006 to Agreement #15-89 for CSDA Design Group to Provide Additional Architectural Services for the Marshall New Classroom Building Project

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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 ratify Amendment No. 006 to Agreement #15-89 with CSDA for the Marshall New Classroom Building Project for additional architectural and engineering services for an amount not to exceed \$66,200.00, to be funded from the Master Construct and Implementation funds. | Dept/School Penanhoat/ Fateh/ CFW |
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C.6 Approval of Field Contract #FC-P19-04376 – Fence Factory

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| It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P19-04376 to Fence Factory, in the amount of \$53,010.00, to be funded from the Deferred Maintenance funds. | Dept/School Penanhoat/ Fateh |
|--|------------------------------------|

C.7 Appointment of Representative to Fill Vacancy - Measure D Bond Oversight Committee

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|--|--------------------------|
| It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Ms. Alyssa Maria as the Parent representative on the Measure D Bond Oversight Committee effective May 2, 2019. | Dept/School Penanhoat |
|--|--------------------------|

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 Amendment #2 to Agreement #18-114 – Exceptional Educational Consultants Inc.

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|--|-----------------------------------|
| It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #2 to Agreement #18-114 with Exceptional Educational Consultants Inc. | Dept/School DeGenna/ Sugden |
|--|-----------------------------------|

C.9 Approval of the 2018-19 Quarterly Report on Williams Uniform Complaints, Third Quarter

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|---|---------------------|
| It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2018-19 Quarterly Report on Williams Uniform Complaint, Third Quarter, as presented. | Dept/School Vaca |
|---|---------------------|

C.10 Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547

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|--|---------------------|
| It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule May 15, 2019 for the Public Hearing for OSSA and the District's initial proposals. | Dept/School Vaca |
|--|---------------------|

C.11 Rejection of Liability Claim: VCBA08315A2

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|---|--------------------------------|
| Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources & Support Services and the Risk Manager that the Board of Trustees agree to reject York claim VCBA08315A2. | Dept/School Vaca/ Magana |
|---|--------------------------------|

C.12 Establish/Abolish/Increase/Reduce Hours of Position

| | |
|---|---------------------------------|
| It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the reduction and abolishment of the positions, as presented. | Dept/School Nair- Villano |
|---|---------------------------------|

C.13 Personnel Actions

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| 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. | Dept/School Vaca/ Nair- Villano |
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section D
ACTION ITEMS

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

D.1 Approval of History/Social Studies Curriculum

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|---|-----------------------------------|
| The Board of Trustees will take action on the selection and purchase of History/Social Science materials (National Geographic). The 2018-19 school year was dedicated to the piloting of materials for the History/Social Studies 6th-8th adoption. | Dept/School DeGenna/ Curtis |
|---|-----------------------------------|

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees approve the selection and purchase of History/Social Science materials with National Geographic, for an estimated cost of \$700,000.00, to be paid out of textbook funds.

Motion: _____, Second: _____

ROLL CALL:

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

D.2 Approval of a California Basic Educational Skills Test (“CBEST”) Waiver with Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) for 2018-19 for Blanca Ramos

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|---|---------------------|
| The District is recommending that the Board of Trustees approve this action item for a CBEST Waiver with Emergency BCLAD, as described under Education Code 44252(b), for Blanca Ramos to serve as a Dual Language Instruction (DLI) fourth grade teacher at Kamala, K-8 School for the 2018-19 school year or until the employee takes and passes the CBEST. | Dept/School Vaca |
|---|---------------------|

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the CBEST Waiver with Emergency BCLAD for Blanca Ramos for the 2018-19 school year, as presented.

Motion: _____, Second: _____

ROLL CALL:

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

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.3 Consideration of Resolution #18-32 of the Board of Trustees of the Oxnard School District Phasing Out Any District Purchase or Use of Herbicide Products Containing the Chemical Glyphosate

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|--|---|
| <p>As of July 2017, the California Environmental Protection Agency's (EPA) Office of Environmental Health Hazard Assessment added glyphosate to its official list of chemicals known to cause cancer or reproductive toxicity. As of March 2018, the California EPA officially advised California residents to limit any child's contact with surfaces that have been recently treated with glyphosate herbicides.</p> | <p>Dept/School Penanhoat/ Fateh</p> |
|--|---|

Oxnard School District AR 3514.2 formally adopts a least toxic pest management policy. In keeping with AR 3514.2 and the EPA's direction, Resolution #18-32 phases out the district's purchase or use of herbicide products containing the chemical glyphosate. The district's Integrated Pest Management Coordinator shall take the necessary steps to ensure compliance with these regulations effective the 2019-20 school year. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees adopt Resolution #18-32 as outlined above.

Motion: _____, Second: _____

ROLL CALL:

Cordes __, Vega __, O'Leary __, Madrigal Lopez __, Robles-Solis __

D.4 Reimbursement for Teacher Substitute at Rio School District

| | |
|--|----------------------------------|
| <p>Board of Trustees member Denis O'Leary, a classroom teacher at Rio Elementary School District, attended a meeting at the Mexican Consulate in Los Angeles on February 25, 2019. A teacher substitute fulfilled Mr. O'Leary's teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of \$135.96.</p> | <p>Dept/School Penanhoat</p> |
|--|----------------------------------|

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3. Reimbursement is requested in the amount of \$135.96 to be paid from the General Fund.

Motion: _____, Second: _____

ROLL CALL:

Cordes __, Vega __, O'Leary __, Madrigal Lopez __, Robles-Solis __

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

Section E
APPROVAL OF MINUTES

E.1 Approval of Minutes

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

- March 30, 2019, Special Board Meeting
- April 3, 2019, Regular Board Meeting
- April 10, 2019, Special Board Meeting

Moved:
Seconded:
Vote:

ROLL CALL:

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

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

Section F
BOARD POLICIES

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

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

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

| | | |
|-----------------------|---|---------|
| Revision AR 5125.1 | Administrative Regulation Release of Directory Information | Morales |
| Revision BP 1113 | Board Policy District and School Web Sites | Morales |

**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:

Time: _____

ROLL CALL:

Cordes __, Vega __, O'Leary __, Madrigal Lopez __, Robles-Solis __

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5/01/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary X
A-II. PreliminaryII/Reports _____
B. Hearing: _____
C. Consent Agenda _____ Agreement Category:
 _____ Academic
 _____ Enrichment
 _____ Special Education
 _____ Support Services
 _____ Personnel
 _____ Legal
 _____ Facilities
D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

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

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

FISCAL IMPACT: None

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

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5//01/19

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

Recognition of African American Speech Expo Winners (DeGenna)

The board will recognize the following students who were co-winners at the African American Speech Expo on Saturday, February 24, 2019. Each of them will share their speech or poem.

- Erandi Ramirez, 1st Place – Curren School (Topic: Bessie Coleman)
- Brianna Adams, 2nd Place – Brekke School (Topic: Katherine Johnson)
- Daniela Camarena, 3rd Place – Fremont Middle School (Topic: Dr. Ben Carson)

FISCAL IMPACT: None

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

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

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

Date of Meeting: **5/01/19**

- Study Session: _____
Closed Session: _____
A-1. Preliminary: _____
A-11. Preliminary II/Reports: X
B. Hearing: _____
C. Consent Agenda _____ Agreement Category:
 _____ Academic
 _____ Enrichment
 _____ Special Education
 _____ Support Services
 _____ Personnel
 _____ Legal
 _____ Facilities
D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Resolution #18-29 “National School Nurse Day” May 8, 2019 (DeGenna/Ridge)

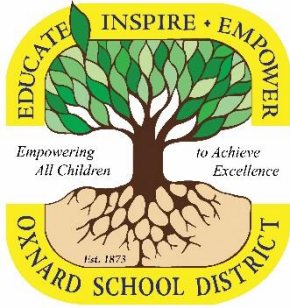
Recognition of May 8, 2019 as “National School Nurses Day” as proclaimed by the National Association of School Nurses.

School Nurses are a critical member of our support staff; they are responsible for providing vital links, public and private resources and programs. Our nurses collaborate with Special Education staff, teachers, administrators and parents to ensure that all health needs are addressed in the best interest of every child of the Oxnard School District. They are commended for their hard work in promoting wellness through health education; providing health screenings and services. It is important that all children are healthy and come to school ready to learn.

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees approve the Resolution #18-29 as outlined above.

ADDITIONAL MATERIAL: Resolution (1 page)



**RESOLUTION NO. 18-29
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

National School Nurse Day 2019
“School Nurses: Advocates for 21st Century Student Health”

WHEREAS, students are the future and, by investing in the today, we are ensuring our world for tomorrow; and

WHEREAS, families deserve to feel confident that their children will be cared for at school; and

WHEREAS, all students have a right to have their physical and mental health needs safely met while in the school setting; and

WHEREAS, students today face more complex and life-threatening health problems requiring care in school; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student’s academic success for more than 100 years; and

WHEREAS, school nurses address the home and community factors (e.g. social determinants) that impact student’s health; and

WHEREAS, school nurses are professional nurses that advance the well-being, academic success, and life-long achievements of all students by serving on the frontlines and providing a critical safety net for our nation’s most fragile children; and

WHEREAS, school nurses act as a liaison to the school community, parents, and health care providers on behalf of children’s health by promoting wellness and improving health outcomes for our nation’s children; and

WHEREAS, school nurses support the health and educational success of children and youth by providing access to care when children’s cognitive development is at its peak; and

WHEREAS, school nurses are members of school-based teams (e.g. school health services, 504/IEP, disaster/emergency planning) to address the school population; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day, therefore

BE IT FURTHER RESOLVED that the Board of Trustees encourages the Oxnard community to celebrate and acknowledge the accomplishments of the School Nurses and their efforts of meeting the needs of our students by improving the delivery of health care in our schools, they contribute to our local communities by helping students stay healthy, in school, and ready to learn, and keeping parents and guardians at work throughout the school year.

Adopted this 1st day of May 2019.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 5/1/19

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

Adoption and Presentation of Resolution #18-33 in Recognition of “Teacher Appreciation Week 2019”
(Dr. Morales)

The Board of Trustees will adopt and present Resolution #18-33 “Teacher Appreciation Week 2019”, recognizing May 6-10, 2019 as Teacher Appreciation Week 2019, to representatives of the Oxnard Educators Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #18-33 as presented.

ADDITIONAL MATERIAL:

Resolution #18-33 (one page)



OXNARD SCHOOL DISTRICT

Resolution # 18-33

Teacher Appreciation Week 2019 ***May 6-10, 2019***

WHEREAS, the Board of Trustees have the utmost respect and admiration for our teachers who are dedicating their lives and talents to the education of our children, who are Oxnard's most precious and valuable resource; and

WHEREAS, teachers open children's minds to the magic of ideas, knowledge, and new possibilities. They keep American democracy alive by laying the foundation for good citizenship; and

WHEREAS, teachers, in partnership with parents, instill sound values and good character in our nation's young people; and

WHEREAS, teachers fill many roles, as listeners, explorers, role models, motivators and mentors; and

WHEREAS, teachers strive for excellence in each classroom and school; and reach out to every child, regardless of ability, class, color, or creed; and

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

THEREFORE, BE IT RESOLVED, that the Oxnard School District hereby recognizes and honors the contributions of teachers in the Oxnard School District to quality education and declares the week of May 6-10, 2019 be observed as "***Teacher Appreciation Week 2019***" in the Oxnard School District.

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

Adopted this 1st day of May, 2019.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5/01/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary X
A-II. Preliminary II/Reports _____
B. Hearing: _____
C. Consent Agenda _____

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

- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Presentation CSUCI Junior Scientist Project (DeGenna)

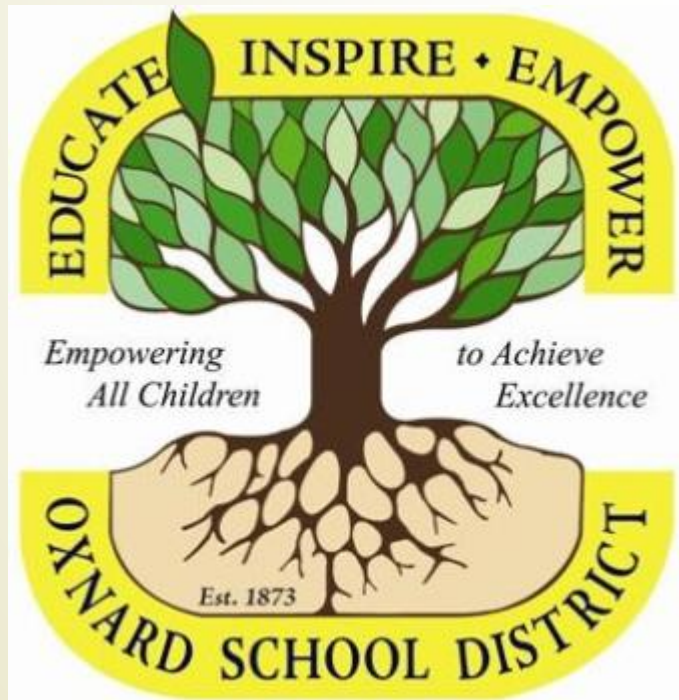
We have approximately 200 OSD students in 6th and 7th grade classes at Curren, Lemonwood and Haydock who have taken part of program called the CSUCI Junior Scientist program, which was created in partnership with CSUCI (under the direction of professor Phil Hampton), the Amgen Foundation and VC STEM. During the course of this project, CSUCI undergraduate students work with our students to plan, design and carry out investigations focused on real-world current scientific issues. The CSUCI Junior Scientist program helps develop a strong connection for our students to the university and gives our students the chance to see themselves as future university or college students.

This presentation will show the various programs at our school sites.

RECOMMENDATION: Informational only.

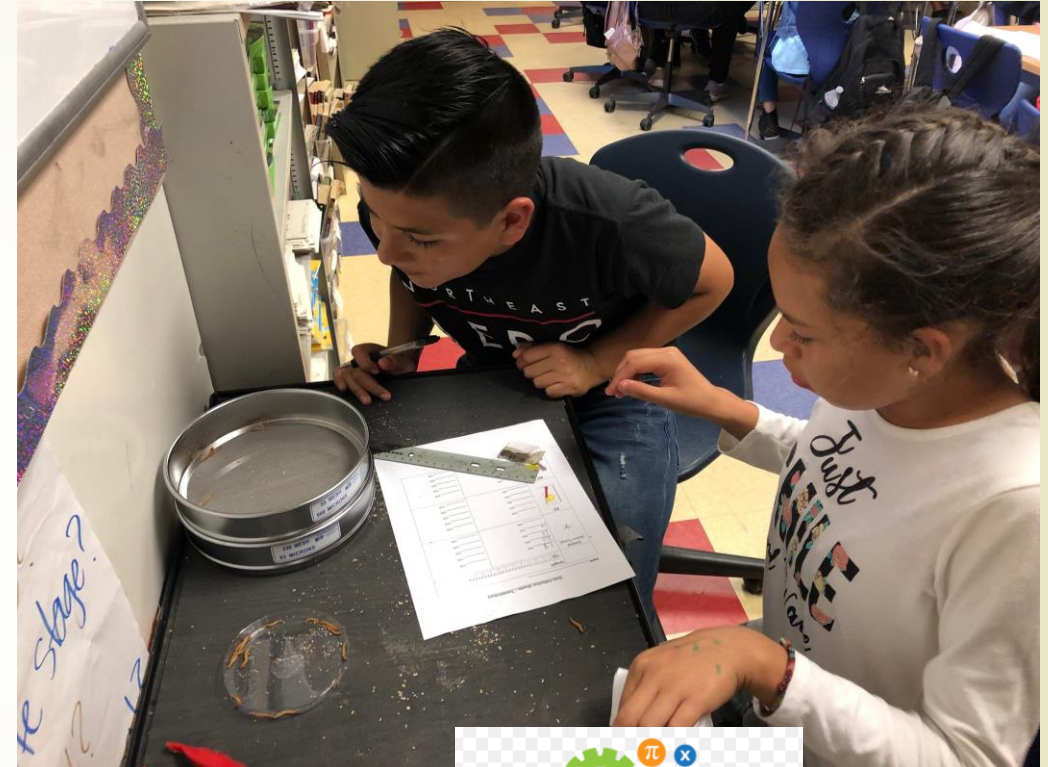
ADDITIONAL MATERIAL: Power Point

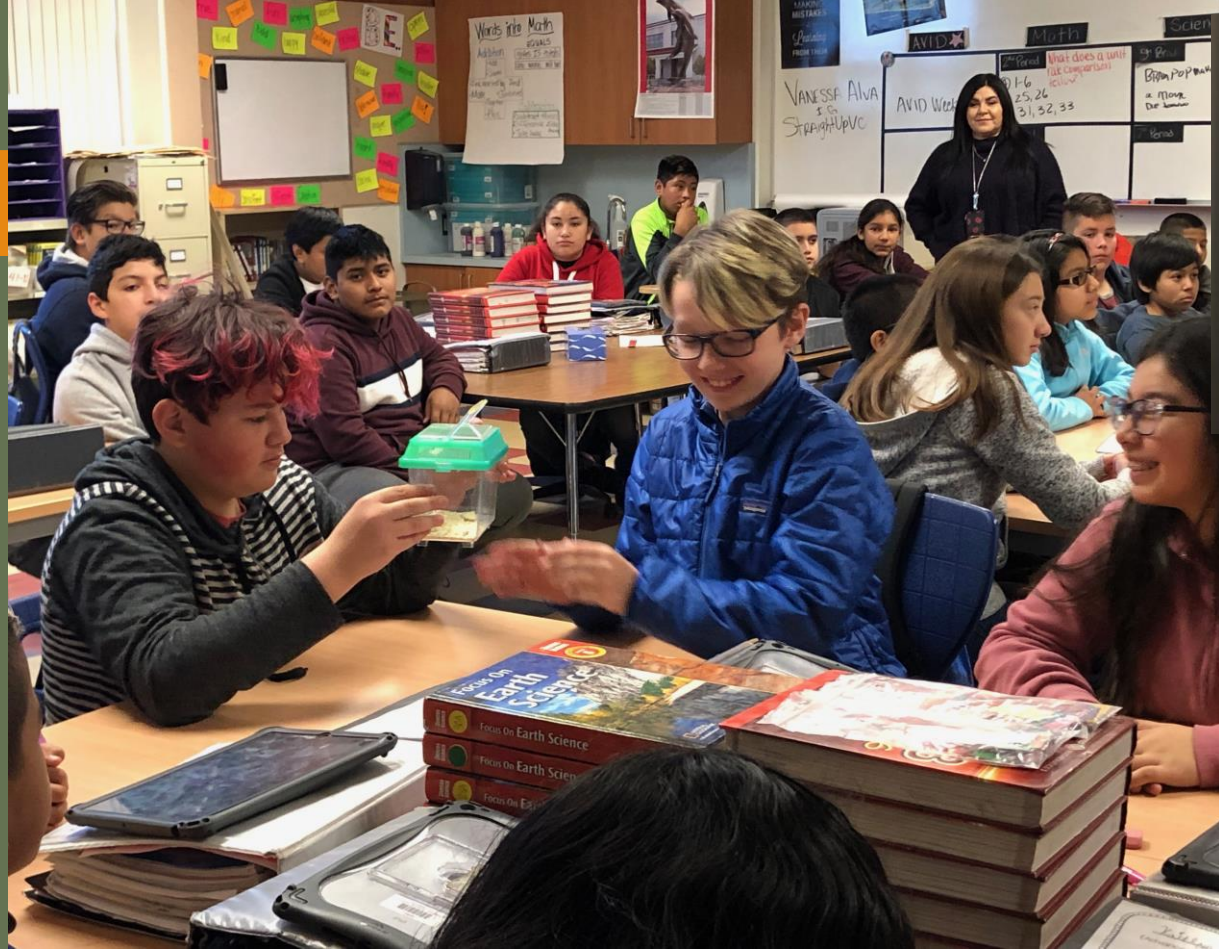
California State University Channel Islands (CSUCI) Junior Scientist Projects



About the CSUCI Junior Scientist Projects:

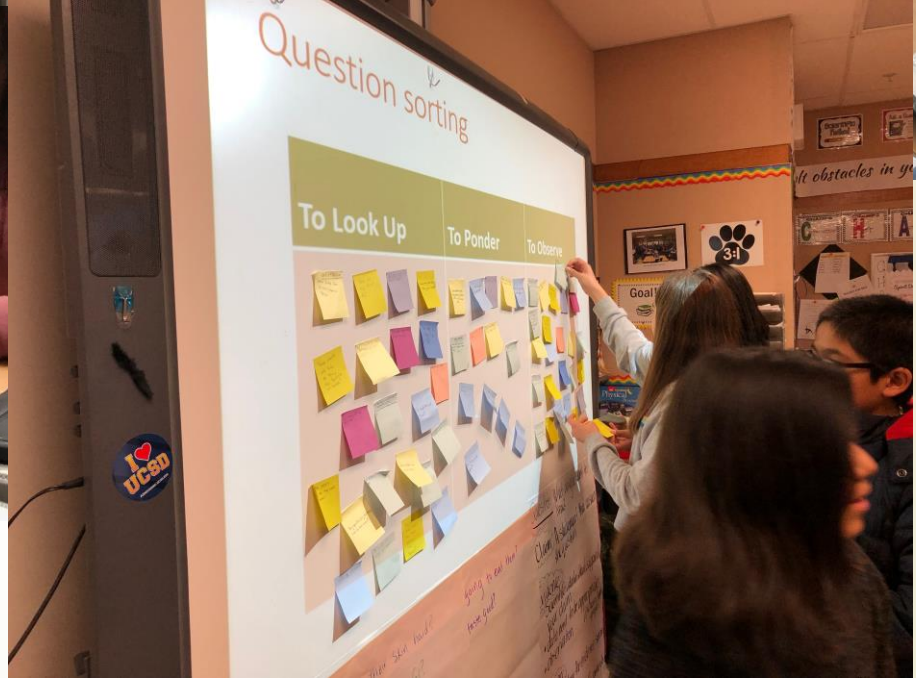
- ▶ A partnership between CSUCI and Oxnard School District.
- ▶ OSD 6th and 7th grade students from Curren, Lemonwood and Haydock participated in real and relevant scientific research under the guidance of CSUCI undergraduate students.
- ▶ This project was sponsored by CSUCI, the Amgen Foundation, and VC STEM



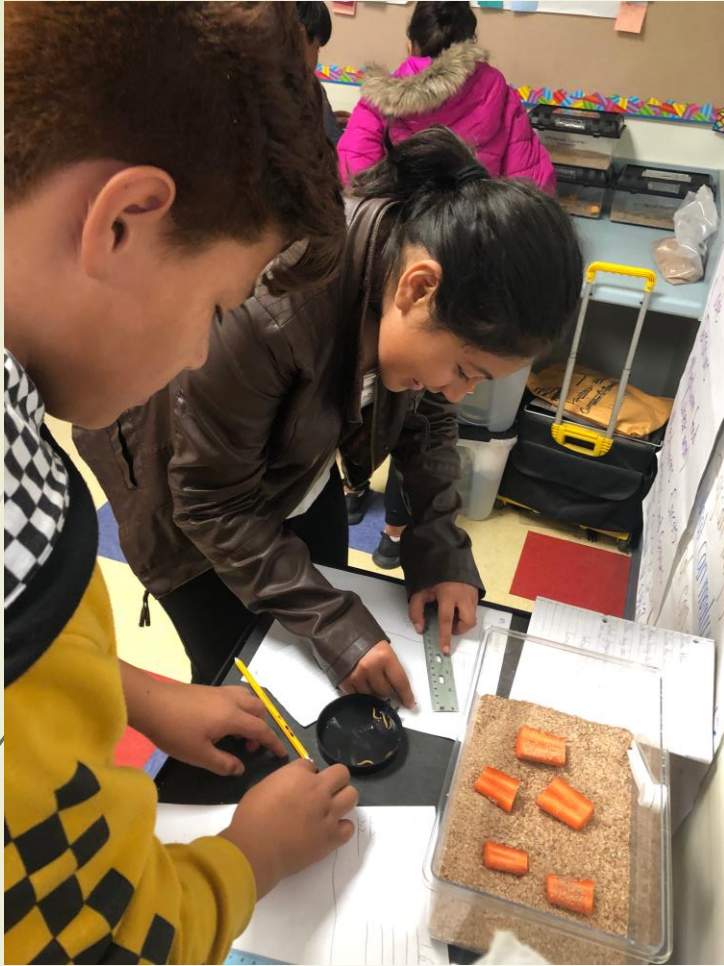


Hypothesis
If I test water
then I will find microplastics

Vocabulary
Nurdles

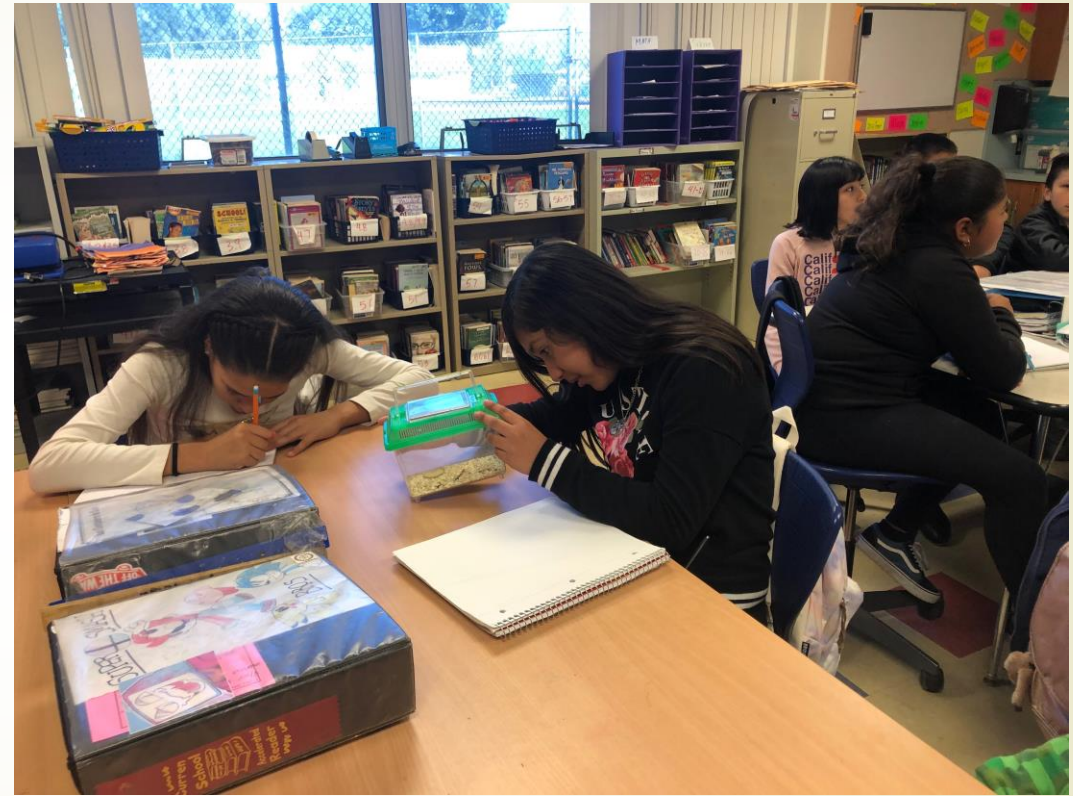


Students were presented with an issue or phenomena (microplastics, air quality, insects as a food source). The students worked together to generate questions about the issue. Then they picked a question to test as a class.



The students came up with the procedure for how to test their question. They set up their experiments and spent several weeks gathering data.

More About the Projects:



Lemonwood: Microplastics

- ▶ Lemonwood 7th students investigated microplastics in their local environment.
- ▶ Students collected water samples from their homes and school and sand samples from a local beach to test to see if microplastics were present.
- ▶ The samples were prepared by CSUCI students and analyzed by Lemonwood students.
- ▶ Our students also focused on possible solutions to this massive global issue.



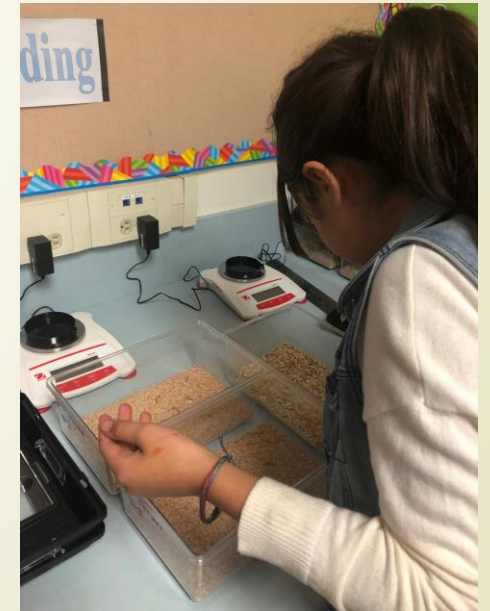
Haydock – Ozone Monitoring

- ▶ Haydock 7th grade students monitored air quality around their school and homes to determine particulate matter in the air.
- ▶ Students also learned about different sources of air pollution and how air quality is impacted during wildfires.
- ▶ Students also looked at possible solutions to poor air quality.



Curren – Edible Insects

- ▶ Curren 6th grade students raised mealworms as a sustainable food source.
- ▶ Students developed various experiments to see how different temperatures and water sources would affect mealworm growth.
- ▶ At the end of this project, on May 10th, students will have the chance to taste a mealworm! Please join us for this event!





STUDENT RESEARCH CONFERENCE

CSU CHANNEL ISLANDS

11th Annual SAGE Student Research Conference

Saturday, May 4, 2019

North Quad

Time: Noon-6:30 PM



Students will also share their results with their classmates, their community and at the CSUCI Sage Conference on May 4th at CSUCI.

Please Join Us!

➤ **Edible Insect Tasting at Curren and CSUCI Junior Scientist Edible Insect Project Presentations**

Date: Friday May 10th, 2019

Time: 11:20 - 12:11 pm and 12:45 - 1:35 pm

Location: Curren

Students will present their projects and participate in an edible insect tasting.



Additional Upcoming Dates:

► Sage Research Conference

Date: Saturday May 4th 2019

Time: approx. 12:00 – 1:00 pm

Location: CSUCI – North Quad, the Grand Salon

Several students from the Edible Insect project and other CSUCI Junior Scientist projects will present their research at this university event.

► Oxnard Edible Insect Festival

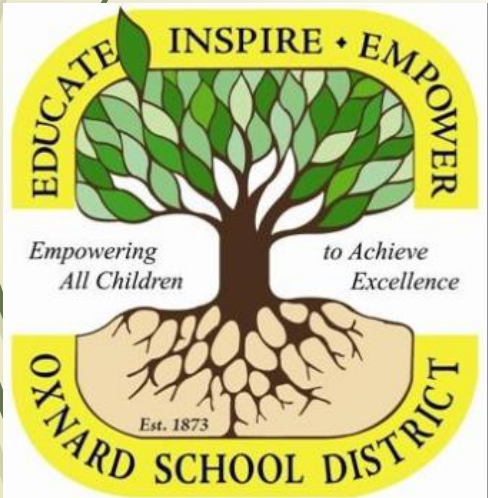
Date: Saturday June 1st 2019

Time: between 10 am - 4 pm

Location: Oxnard

Details of this event are still being determined.

Thank you to our partners who have made these projects possible:



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5/01/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary _____
A-II. PreliminaryII/Reports _____
B. Hearing: _____
C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Presentation – Healthy Kids Wraparound Services and Wellness (DeGenna/Ridge)

The presentation provides an overview of supports systems for Oxnard School District students. These supports are comprehensive and are designed to support the whole child and to create optimal conditions for learning.

FISCAL IMPACT: None

RECOMMENDATION: Informational only.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5/01/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary _____
A-II. Preliminary II/Reports X
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Presentation – CORE Academic Growth Awards Recognition (DeGenna)

Presentation on the CORE collaborative achievements in our schools will showcase schools having the greatest impact on student achievement in English language arts, math or both subjects.

- **Academic Growth Awards**, which honor schools with three years of high academic growth where students are making gains faster than similar students throughout the state.

Student academic growth is one of several measures in the CORE data system. Combined with test scores, English learner progress, chronic absenteeism and other indicators, growth shows a more complete picture of school progress.

FISCAL IMPACT: None

RECOMMENDATION: Informational Only.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/1/19

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
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X Enrichment
____ Special Education
____ Support Services
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- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-227 – Hip Hop Mindset (DeGenna/Brisbine)

Hip Hop Mindset will provide hip hop dance lessons to students at Haydock Academy from May 2, 2019 through June 14, 2019.

FISCAL IMPACT:

\$1,920.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Haydock Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-227 with Hip Hop Mindset.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-227, Hip Hop Mindset (1 Page)
Certificate of Insurance (2 Pages)



OSD AGREEMENT #18-227

**HIP HOP MINDSET DANCE PROGRAM
SHORT FORM SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made and entered into this 1st day of May 2019 by and between *Hip Hop Mindset (Provider)* and *Haydock Academy (School Site)*.

Provider: Hip Hop Mindset **Phone Number:** (805) 758-5701

Street Address: 1063 N Ventura Rd Oxnard CA 93030

Email Address: info@hiphopmindset.com **Tax Identification or SS:** 546 - 93 - 5045

SERVICES:

Description Of Services:

Dance Instruction. Hip Hop Mindset will assign an instructor on scheduled dates and times between May 2, 2019 - June 14, 2019 at Haydock Academy. Instructor will provide his/her own speaker. Each session will be 60 minutes and can accommodate up to 35 students. Dancing location will be provided by Haydock Academy.

DATES: May 2, 2019 - June 14, 2019 (6 Sessions Per Week) Select Dates.

FEES: Compensation For Services \$1,920.00 (24 Sessions)

PAYMENT: School Site will pay provider after receipt of an invoice, net 30 days.

CONDITIONS: Provider will have no obligation to provide services until School Site returns a signed copy of this agreement.

TERMINATION OR AMENDMENT: This agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this agreement and may be terminated by either party if for any reason by giving the other party 30 days advance written notice.

By Signing Below Parties Agree To Terms Of This Agreement.

Provider (Hip Hop Mindset) Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2018

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).

| | | |
|--|---|--------------------------------------|
| PRODUCER Onix Insurance Service 609 S Oxnard Blvd Oxnard, CA 93030 | CONTACT NAME: Veronica Navarro PHONE (A/C, No, Ext): (805) 263-6981 E-MAIL ADDRESS: veronica@onixinsuranceservices.com | FAX (A/C, No): (805) 832-6634 |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Insurance Company | |
| INSURED Hip Hop Mindset 1063 N Ventura Rd Oxnard CA 93030 | INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | VBA653072 00 | 10/14/2018 | 10/14/2019 | EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Certificate holder named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Oxnard School District. 1051 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 <i>Veronica Navarro</i> |
|---|--|

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This Endorsement Changes The Policy. Please Read It Carefully.

**BLANKET ADDITIONAL INSURED –
MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

Any person or organization whom you are required to add as an additional insured on this policy under a written lease agreement which is currently in effect or becoming effective during the term of the policy and executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

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 the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

All other terms and conditions of this policy remain unchanged.



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of May, 2019, by and between **Oxnard School District** located at 1051 South A St. Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and MAXIM ENTITY, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Esplanade Dr.#660, Oxnard, CA 93036 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL

INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATION INSTITUTION as requested in writing.

- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding

reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.3 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).

Section 3.7 Per Diem or Short Term Staff Non-Performance. If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 Per Diem or Short Term Staff Right to Dismiss. EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such

dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.12 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A St.
Oxnars, CA 93030
ATTN: Accounts Payable**

- Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4 Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1 Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4 Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the

address to which notices are sent by sending written notice of such change of address to the other party.

Oxnard School District
1051 South A St.
Oxnard, CA 93030
ATTN: Accounts Payable

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
500 Esplande Dr. #660
Oxnard, CA 93036
ATTN: **Matt Amerault**

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA /HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A

Oxnard School District **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective May 2nd, 2019:

| Service | Rate |
|--------------------|------------------|
| ParaEducator | \$32.00 |
| Specialty Para | \$35.00 |
| LVN | \$45.00 |
| RN | \$65.00 |
| Credentialed RN | \$75.00- \$80.00 |
| OT / PT | \$75.00- \$85.00 |
| SLP | \$80.00- \$90.00 |
| Psychologist | \$85.00- \$95.00 |
| Special Ed Teacher | \$70.00 |
| | |
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| | |
| | |

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$.58 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

OXNARD SCHOOL DISTRICT:

MAXIM ENTITY:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

Printed Name & Title

Date

Date



AMENDMENT

This Amendment (hereinafter "Amendment") to The Master Contract (hereinafter "Agreement") is entered into this 1st day of May, 2019, by and between **Oxnard School District**, referred to in this Amendment as "CLIENT," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, referred to in this Amendment as "MAXIM."

RECITALS

WHEREAS, CLIENT and MAXIM entered into the Agreement, with an effective date of May 2nd, 2019;

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

The following Discount Table shall be added to Attachment A of the Agreement:

| Behavior Technicians | |
|----------------------|---------------|
| Cases* | Hourly Rate** |
| 0-9 cases | \$50.00/hr |
| 10 to 14 cases | \$48.00/hr |
| 15 or more cases | \$46.00/hr |

*Cases in which CLIENT requests that MAXIM employee is engaged as a Behavior Technician and which MAXIM accepts.

All other terms and conditions will remain unchanged as stated in the Agreement. CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE SERVICES INC. D/B/A MAXIM STAFFING SOLUTIONS:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

Printed Name & Title

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2019

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

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

| | | |
|--|---|-------------------------------------|
| PRODUCER Altus Partners, Inc 919 Conestoga Road Building 3, Suite 311 Rosemont PA 19010 | CONTACT NAME: Krista Dean PHONE (A/C No. Ext): (610)526-9130 E-MAIL ADDRESS: kdean@altuspartners.com | FAX (A/C, No): (610)526-2021 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Maxim Healthcare Services, Inc. 7227 Lee DeForest Drive Columbia MD 21046 | INSURER A: Lloyds of London INSURER B: ACE American Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 2623/623 22667 |

COVERAGES

CERTIFICATE NUMBER: Healthcare Std + XS

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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PH1807054 | 11/30/2018 | 11/30/2019 | EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Products Exclusion \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | H25274799 (Owned Auto) H25274830 | 11/30/2018 | 11/30/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | PH1807054 | 11/30/2018 | 11/30/2019 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | C65439037 C65439074 (CA, MA) C65438951 (WI) C65438999 (OH, WA) | 11/30/2018 | 11/30/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | | PH1807054(\$4M SIR) | 11/30/2018 | 11/30/2019 | \$4,000,000 per claim / Agg |

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

Certificate is issued as evidence of insurance per policy terms, conditions and exclusions. Certificate holder is an additional insured on the general liability insurance policy where required by written agreement prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

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

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AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-228

Forever Found and Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Forever Found 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. Forever Found will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to conduct staff training on Human Trafficking, and Word on the Street classes. Forever Found will also provide support and intervention for students who have been confirmed CSEC (Commercial Sexual Exploitation of Children) or display behavior that leads the Oxnard School District to deem the student highly vulnerable.

Location: Classes and intervention sessions for youth will be conducted at designated schools only, based on need factor and identification of students. Staff training locations will be left to the discretion of OSD and may be facilitated off OSD school sites.

TERM: The term of this MOU shall commence May 2, 2019 – June 30, 2019

COMPENSATION: The Oxnard School District will not be charged for the services provided by Forever Found

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
 1. Provide space at each school or District location to accommodate the Forever Found facilitators.
 2. Refer students according to Forever Found policies and procedures.
 3. Utilize and provide the Forever Found approved minor release form for participation prior to students being served by Forever Found outside of the scope of services provided at OSD sites.

B. Forever Found agrees to the following:

1. Provide trained facilitators at all agreed school sites to meet with students deemed highly vulnerable to or confirmed as CSEC for support and intervention.
2. Meet with students during open school campus hours for a duration, time and day agreed upon with the referring approved OSD staff member and Forever Found.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. When possible and beneficial, provide representation at meetings convened by the Oxnard School District to review the program and or youth progress.
5. Forever Found 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.

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

AUTHORIZED APPROVAL:

Signature

Dionne Cope, Director of Operations
Forever Found

Typed Name/Title

Date

Signature

Lisa A. Franz, Director, Purchasing
Oxnard School District

Typed Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/19

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

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

| | |
|--|--|
| PRODUCER BURKHARDT INSURANCE SERVICES, INC 4335 Van Nuys Blvd #266 Sherman Oaks, CA 91403 0548735 | CONTACT NAME: Christine Wright PHONE (A/C, No, Ext): (818)501-5455 E-MAIL ADDRESS: christine@burkhardtinsurance.net FAX (A/C, No): (818)501-6886 |
| | INSURER(S) AFFORDING COVERAGE INSURER A: NonProfits Insurance Alliance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Forever Found, Inc. 2321 Tapo Street Unit D Simi Valley, CA 93063 | NAIC # |

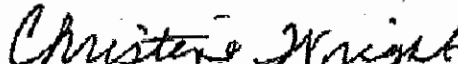
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 2018-48558 | 09/01/18 | 09/01/19 | 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 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 2018-48558 | 09/01/18 | 09/01/19 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Certificate Holder is added as Additional Insured as respects the operations of the named Insured.
 Event dates: May 2, 2019 - June 30, 2019

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

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/1/19

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

Approval of Agreement #19-03 – enVision Consulting Group (DeGenna/Ridge)

California Education Code (EC) 48980 (“Ed Code”) requires school districts to notify parents annually of their rights and responsibilities with respect to a number of topics listed in the Ed Code. In Oxnard School District this is accomplished via distribution of the Annual Parent Rights Notification Handbook (“Handbook”) at the beginning of each school year.

The Handbook provides families with important information and notifications related to District procedures and policies. It is updated annually to comply with recent changes to the Ed Code as well as recent legislation. Each family is required to sign and return the “Acknowledgement of Receipt and Review” form included in the Handbook.

enVision Consulting Group assists the District in the yearly revision of the Annual Parent Rights Notification Handbook, and also provides translation services for the handbook.

Term of Agreement: **July 1, 2019 through June 30, 2019**

FISCAL IMPACT:

Not to exceed \$3,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-03 with enVision Consulting Group.

ADDITIONAL MATERIAL(S):

Attached: Agreement #19-03, enVision Consulting Group (6 Pages)



enVision Consulting Group

Consulting Services Agreement

This agreement is hereby entered into on May 1, 2019 (Effective Date) and between the **Oxnard School District**, hereinafter referred to as "District", and **enVision Consulting Group, Inc.**, (A California Corporation), hereinafter referred to as "Consultant."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

District accepts the following consulting services (indicate selections by initialing in provided space):

 X Annual Parents' Rights Notification Services (Appendix A)

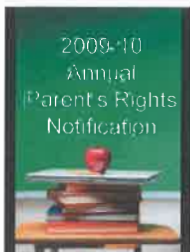


SARC



Translation Services

Consulting Services



Annual Parent Notification



Mandated Costs



School Site Safety Plan



School Site Plan



Title I Notices



enVision Consulting Group

I. DISTRICT'S RESPONSIBILITIES

- I.1. District will provide Consultant with all the documents, records and information necessary, in both electronic and paper copies to complete services. District agrees to promptly pay Consultant for fees for services rendered. Payments are due and payable within 30 days after the invoice date.

II. CONSULTANT'S RESPONSIBILITIES

- II.1. See Appendix related to individual service agreement for specific responsibilities.

III. TERM

Consultant shall commence providing services under this agreement on Effective Date, and will diligently perform as required and complete services within timeframe indicated on Appendix A.

IV. EXPENSES

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

V. INDEPENDENT CONTRACTOR

Consultant, in the performance of this agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

VI. MATERIALS

- VI.1. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement.
- VI.2. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession.



enVision Consulting Group

VII. TERMINATION

District may, with or without reason, terminate this agreement and compensate Consultant for services rendered to the date of termination. District must submit termination request in writing and deliver via certified U. S. Mail to Consultant 30 days prior to actual date of termination of services by Contractor. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

VIII. HOLD HARMLESS

VIII.1. Consultant agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

VIII.1.1. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Consultant or any person, firm or corporation employed by the Consultant, either directly or by independent contract, upon or in connection with the services called for in this agreement, however caused, except for liability for damage referred to above which result from the negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.2. Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, whether said injury or damage occurs whether on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.3. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this agreement.

IX. WORKERS' COMPENSATION

Consultant shall purchase and maintain policies of Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

X. COMPLIANCE WITH APPLICABLE LAWS

The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in services covered by this agreement or accruing out of the performance of such services.



enVision Consulting Group

XI. ENTIRE AGREEMENT/AMENDMENT

This agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

XII. NOTICE

All notices or demands to be given under this agreement by either party to the other, shall be in writing and given either by (a) personal service or (b) by U. S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U. S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are as follows:

District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030-7442

Consultant:

enVision Consulting Group, Inc.
10535 Foothill Boulevard, Suite 410
Rancho Cucamonga, CA 91730

XIII. SEVERABILITY

If any term, condition or provision of this agreement and any exhibit attached hereto 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.

XIV. 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 attorneys' fees.

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF May 2019.

BOARD APPROVAL DATE: _____

Oxnard School District

enVision Consulting Group, Inc.

By: _____
(Signature of authorized representative)

By : _____

Lisa A. Franz, Director, Purchasing
(Print name of authorized representative)

Beth Hunter, President



enVision Consulting Group

Appendix A

ANNUAL PARENT'S RIGHTS NOTIFICATION

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by consultant: Preparation of Annual Parent's Rights Notification as required by Education Code Section 48980.

I. CONSULTANT'S RESPONSIBILITIES

- I.1. Consultant shall collect, document and process the information necessary to prepare Annual Parent's Rights Notification.
- I.2. Consultant will provide one completed English version of Annual Parent's Rights Notification in grayscale, along with an electronic file for English versions (in a Portable Document Format) on CD Rom.
- I.3. Consultant will make a good faith effort to prepare Annual Parent's Rights Notification in accordance with existing laws, regulations and applicable written guidelines.

II. SUPPLEMENTARY SERVICES

- II.1. Spanish Translation Services – should District elect Spanish Translation services (English to Spanish) in the Compensation section of this agreement, Consultant shall translate from English to Spanish the Annual Parent's Rights Notification and will provide one completed Spanish version of Annual Parent's Rights Notification in grayscale, along with an electronic file for Spanish Version (in a portable Document Format) on CD Rom.
- II.2. Printing Services – should District elect printing services, Consultant will provide district with a quote related to the specific document format selected by the district and the number of notices required to be printed by Consultant.

III. COMPENSATION

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this agreement a fee of (select term/compensation by initialing in the space provided):



enVision Consulting Group

Annual Parent's Rights Notification

- One Year Agreement – 2019-20 APN
\$1,500 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- Two-Year Agreement - 2019-20 & 2020-21 APN
\$1,250 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- Three-Year Agreement –2019-20, 2020-21 & 2021-22 APN
\$1,000 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.

Fee schedule for Annual Parent's Rights Notification services is as follows:

| <u>Payment Amount</u> | <u>Due Date</u> |
|-----------------------|---|
| 70% | Upon execution of contract |
| 20% | Upon delivery of Annual Parent's Rights Notification draft |
| 10% | Upon delivery of completed, approved Annual Parent's Rights Notification document |

SPANISH TRANSLATION SERVICES

- District accepts Spanish Translation Services** and has selected the following term/compensation:
- One Year Agreement – 2019-20 APN
\$500 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- Two-Year Agreement - 2019-20 & 2020-21 APN
\$450 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- Three-Year Agreement –2019-20, 2020-21 & 2021-22 APN
\$400 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.

Fee schedule for Spanish Translation services is as follows:

| <u>Payment Amount</u> | <u>Due Date</u> |
|-----------------------|----------------------------|
| 50% | Upon execution of contract |
| 50% | Upon delivery of drafts |

OXNARD SCHOOL DISTRICT

Agreement #19-04

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of May 2019 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“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 **May 2, 2019** through **June 30, 2020** (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, including reimbursement for actual expenses, shall not exceed Fifty Thousand Dollars (\$50,000.00), unless additional compensation is approved in writing by the District.

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

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: (805) 385.1501 x2175
Fax: (805) 487.9648

To Consultant: All Languages Interpreting & Translating
701 East Santa Clara Street, Suite 47
Ventura, CA 93001
Attention: Lourdes Gonzalez Campbell
Phone: (805) 654.0509
Fax: (805) 293.8524

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:

ALL LANGUAGES INTERPRETING & TRANSLATING:

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 #19-04

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-04

SERVICES

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

CONSULTANT WILL PROVIDE INTERPRETING AND TRANSLATING SERVICES FOR THE SPECIAL EDUCATION SERVICES DEPARTMENT DURING THE PERIOD OF MAY 1, 2019 THROUGH JUNE 30, 2020.

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

N/A

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

| STATUS REPORT FOR ACTIVITY: | DUE DATE |
|------------------------------------|-----------------|
| A. N/A | |
| B. N/A | |
| C. N/A | |
| D. N/A | |

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
 See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
 See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
 Project #19-04

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-04

COMPENSATION

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

**PER ATTACHED PROPOSAL DATED MARCH 18, 2019

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 \$50,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-04

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-04

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #19-04

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-04

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, **ALL LANGUAGES INTERPRETING & TRANSLATING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Lourdes González Campbell
All Languages
Interpreting & Translating

Telephone
805-654-0509

BBBBBB language@impulse.net BBBBBB

E-Fax
805-293-8524

701 East Santa Clara Street
Suite 47
Ventura
California 93001

March 18, 2019

QUOTE FOR SERVICES

MS. CHRISTY GARIBAY
ADMINISTRATIVE ASSISTANT
SPECIAL EDUCATION SERVICES
OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

VIA EMAIL ONLY: CGARIBAY@OXNARDSD.ORG

Dear Ms. Garibay:

Thank you for taking my call and for the opportunity to present you with the information requested in order to prepare a board packet for approval of a translation contract.

As stated to Ms. Sugden in an email dated 11/27/2018 (see attachment) our discounted rate will be 14 cents per word for English/Spanish translation. We currently translate materials for other school entities and the usual procedure has been to email the report or document to us in Word format. We have a license and an Oath on file with the Superior Court attesting to the accuracy of, and confidential treatment of all materials we receive. Please note that we also currently translate these types of documents in other languages. Each language will be quoted upon request. Recent materials include translations in Vietnamese, Tagalog, Korean, Thai, Russian, Arabic, Hindi, Cambodian, Farsi, Cantonese.

We are also enclosing:

- Liability Insurance Certificate with Oxnard School District listed as an additional certificate holder.
- W-9

Please let me know if you have any questions and again thank you for considering our services.

Cordially,

Lourdes G. Campbell



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2019

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

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

| | | | |
|--|--|--------------------------------------|---------------|
| PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388 | CONTACT NAME: Nikki Raunsbak, CISR, AINS, AIS PHONE (A/C, No, Ext): (805) 585-6172 E-MAIL ADDRESS: nraunsbak@tolmanandwiker.com | FAX (A/C, No): (805) 585-6272 | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED All Languages Interpreting & Translating, Inc 701 E Santa Clara St Suite 47 Ventura CA 93001 | INSURER A: Citizens Ins Co of America | | 31534 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 18/19 GL/AU **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: | | | OB3D72400700 | 10/12/2018 | 10/12/2019 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | OB3D72400700 | 10/12/2018 | 10/12/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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 39110060816. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|--|
| Oxnard School District 1051 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  |
|---|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

| SUMMARY OF COVERAGES | Limits | Page |
|--|------------------------|------|
| 1. Additional Insured by Contract, Agreement or Permit | Included | 1 |
| 2. Additional Insured - Broad Form Vendors | Included | 2 |
| 3. Alienated Premises | Included | 3 |
| 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators | Included | 3 |
| 5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics) | Included | 3 |
| 6. Personal and Advertising Injury - Broad Form | Included | 4 |
| 7. Product Recall Expense | Included | 4 |
| Product Recall Expense Each Occurrence Limit | \$25,000 Occurrence | 5 |
| Product Recall Expense Aggregate Limit | \$50,000 Aggregate | 5 |
| Product Recall Deductible | \$500 | 5 |
| 8. Unintentional Failure to Disclose Hazards | Included | 6 |
| 9. Unintentional Failure to Notify | Included | 6 |

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
 This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
 The insurance afforded to the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property**, paragraph (2) is replaced by the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
2. "Product recall expense(s)" means:
 - a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
- The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
- Representations**
- We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
- The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
- Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/1/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

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

Ratification of Fence License Agreement #18-229 for the Elm Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

This request is to ratify the execution of a Fence License Agreement with the City of Oxnard to move the property line 18" to the east on Gisler Road, and approximately five to seven feet north and south on Elm Street and Fir Street respectively, to the edge of the city sidewalk. The reason for the easement is to mimic the existing conditions, maximize the play field area for the students, and to avoid all dirt-related issues on the city sidewalk.

It is requested that the Board of Trustees ratify the Fence License Agreement for the fence line relocation.

FISCAL IMPACT

None

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 ratify Fence License Agreement #18-229 with the City of Oxnard for the Elm Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Fence License Agreement #18-229, City of Oxnard (4 Pages)

RECORDING REQUESTED BY:

City of Oxnard
Request recording without fee. Record
for benefit of City of Oxnard pursuant
to Government code sections 6103 and 27383
No documentary transfer tax pursuant to R&T
Code Section 11922

WHEN RECORDED MAIL TO:

Development Services
Building & Engineering Division
214 South C Street
Oxnard, California 93030

APN:

Space above this line for Recorder's Use

Fence License Agreement
for Construction of a Fence or Wall within
a Public Right-of-Way or Public Easement

THIS FENCE LICENSE AGREEMENT is executed by

Oxnard School District ("OWNER"),

(Please print Owner's Full Name(s) as it appears on title of property)

this ___ day of _____, 20___, in favor of the CITY OF OXNARD, a municipal corporation
("CITY"), located in the County of Ventura, State of California;

WHEREAS, OWNER owns Lot 111-2 of Tract No tract number ("PROPERTY") in the
City of Oxnard, County of Ventura, State of California, (APN 204___-0-111___-020___) more
commonly known as: 450 East Elm Street, Oxnard, CA 93033-3646; and
(Property Address)

WHEREAS, CITY owns right-of-way adjacent to PROPERTY and/or an easement on
PROPERTY, ("CITY PROPERTY"); and

WHEREAS, OWNER has requested a permit to construct a privately owned and maintained
fence or wall ("IMPROVEMENTS") within CITY PROPERTY; and

WHEREAS, In accordance with Section 16-314 and Section 19-209 of the Oxnard City Code,
CITY may issue a Fence Encroachment Permit and an Indeterminate Encroachment Permit for
construction of IMPROVEMENTS within CITY PROPERTY.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The CITY hereby agrees to allow construction of IMPROVEMENTS within CITY PROPERTY in
compliance with plans, specifications, requirements and conditions of Encroachment Permit No.
16-00004380 and associated Building Permit No. N/A. The general location of the
encroachment is shown on the attached plot plan. IMPROVEMENTS under this covenant include:

[X] Construction of a solid wall or fence no greater than [X] six (6) feet [] seven (7) feet in height.
Wall or fence to be located along Fir Avenue, Gisler Avenue, Elm Street

[] Construction of a retaining wall no greater than eighteen (18) inches in height. Retaining wall to
be located along _____

[] Construction of a fence or wall no greater than forty-two (42) inches in height. The bottom
eighteen (18) inches may be solid and the remaining twenty-four (24) inches shall be 50% or more
open (see-through) to be located along _____

2. OWNER agrees that this License Agreement is revocable by CITY at any time.
3. OWNER acknowledges and agrees that if this License Agreement is revoked by CITY, OWNER shall remove IMPROVEMENTS within 60 days of written notice of such revocation. IMPROVEMENTS shall be removed at OWNER'S sole expense. If OWNER has not completed removal of the IMPROVEMENTS within the specified 60 days, CITY is hereby authorized by OWNER to cause the removal of the IMPROVEMENTS at OWNER's expense.
4. In event of legal action occasioned by any default or action of OWNER, OWNER agrees to pay all costs incurred by CITY in enforcing the terms of this license agreement, including reasonable attorney's fees and costs, and that CITY may record such costs (including costs incurred under item 3 above) as a special assessment against PROPERTY or as a lien on PROPERTY if OWNER fails to pay such costs within 30 days of CITY providing OWNER with an invoice detailing such costs.
5. This License Agreement shall be recorded in the Office of the Recorder of Ventura County, California and shall constitute notice to all successors and assigns of the title to PROPERTY of the obligation herein set forth, and shall also constitute a lien in such amount as will fully reimburse CITY, including interest at the statutory rate pursuant to Civil Code Section 3289, subd. (b), subject to foreclosure in event of default in payment required pursuant to this covenant.
6. OWNER agrees to indemnify, defend and hold harmless CITY and its officers, agents, employees and other authorized representatives from any and all liability, claims, demands, damages (whether contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, which result or are claimed to have resulted directly or indirectly from any acts or omissions related to this license agreement performed by OWNER or any of OWNER's employees, agents, or contractors acting on OWNER's behalf. This agreement to indemnify, defend, and hold harmless shall apply whether such acts or omissions are willful or are the product of active negligence or passive negligence.
7. Pursuant to Civil Code Section 1468, the obligations herein undertaken by OWNER shall be deemed to be covenants running with PROPERTY for the benefit of CITY PROPERTY and shall be binding upon the heirs, successors, executors, administrators and assigns of OWNER. The term "OWNER" shall include not only the present OWNER, but also OWNER's heirs, successors, executors, administrators, and assigns. OWNER shall notify any successor to title of all or part of PROPERTY of the existence of this Covenant. OWNER shall provide such notice prior to such successor obtaining an interest in all or part of PROPERTY

IN WITNESS THEREOF, OWNER has executed this License Agreement as of the date first written above.

OWNER:

(Property Owner #1 Signature)

(Property Owner #2 Signature)

(Print Property Owner #1 Name)

(Print Property Owner #2 Name)

NOTARY ACKNOWLEDGEMENT REQUIRED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____

IN WITNESS THEREOF, CITY has executed this License Agreement as of the date first written above.

CITY OF OXNARD:

(Development Services Program Signature)

Title

NOTARY ACKNOWLEDGEMENT REQUIRED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/1/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

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

Ratification of Work Authorization Letter #16S to Earth Systems Pacific to provide Geotechnical Observation and Testing Services for the Marshall New Classroom Building Project (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California (now and going forward known as Earth Systems Pacific) to provide Geotechnical Engineering Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #16S to Earth Systems Pacific to provide Geotechnical Observation and Testing Services for the Marshall New Classroom Building Project.

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

Master Agreement: **#13-122**

Work Authorization Letter: **#16S**

Consultant: **Earth Systems Pacific**

Date Issued: **5/1/19**

FISCAL IMPACT

The Geotechnical Observation & Testing Services will be completed for a fee of: **Nine Thousand Dollars and Zero Cents (\$9,000.00)** 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 ratify WAL #16S for Master Agreement #13-122 with Earth Systems Southern California.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #16S – Earth Systems Pacific (1 Page)
- Earth Systems Pacific Proposal dated March 1, 2019 (2 Pages)
- Master Agreement #13-122, Earth Systems Southern California (41 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

| | |
|--|------------------------|
| PROJECT #: | DATE: 5/1/2019 |
| SITE NAME: Marshall Elementary School | DSA # 03-116806 |
| MASTER AGREEMENT #: 13-122 | OPSC # 72538-91 |
| WAL #: 16S | VENDOR ID: |

PURSUANT TO MASTER AGREEMENT BETWEEN:

| DISTRICT | CONSULTANT |
|--|---|
| OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501 | Firm Name: Earth Systems Pacific Street: 1371-A Walter Street City, State, Zip: Ventura, CA 93003 Phone: (805)642-6727 |

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Earth Systems will be performing the following services when required by Division of the State Architect Inspections List, as requested by the Inspector of Record. Participation at the preconstruction conference, geotechnical observation and compaction testing during grading operations, laboratory testing during site grading, compaction testing within fire department turnaround and other hardscape areas, laboratory testing for parking lots and hardscape work, compaction testing in utility and storm drain trench backfills, laboratory testing for utility trench backfills, geotechnical foundation observation and testing, project management, engineering review and consultation.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

| | |
|----------------------------------|---------------------------------------|
| START DATE: March 1, 2019 | COMPLETION DATE: July 31, 2019 |
|----------------------------------|---------------------------------------|

FIXED FEE AMOUNT: Nine Thousand Dollars and Zero Cents (\$9,000.00)

This fee amount is based upon Consultant's proposal dated 3/1/19 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

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

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

| DISTRICT | CONSULTANT |
|----------|------------|
|----------|------------|

| | |
|------------------------|------------|
| OXNARD SCHOOL DISTRICT | CONSULTANT |
|------------------------|------------|

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

FOR DISTRICT USE ONLY

| | |
|--|----------------------------|
| PROJECT MANAGER: Mario Mera | PREPARED BY: Varun Inapuri |
| P.O. # | P.O. AMOUNT: |
| SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementation Program | |
| COST ID: 6280 | |

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



Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

March 1, 2019

Project No.: 300686-001

Attention: Sean Mahan
CFW, Inc.
smahan@cfwinc.com

Project: Marshall Classroom Building
2900 Thurgood Marshall Drive
Oxnard, California

Subject: Change Order Request

- References:
1. Proposal to Provide Testing and Special Inspection Services during Construction from March 1, 2019 through Completion of Project dated November 21, 2018.
 2. Purchase Order P19-03113 dated December 21, 2018

Earth Systems provided the referenced proposal to provide testing and special inspection services during construction of a new two-story classroom building at Marshall Elementary School in Oxnard, California. The estimated fees presented in that proposal were made without the benefit of a detailed construction schedule. Project tracking of fees accumulated through February 2019, and discussions with the Project Inspector, indicate that future required services will result in fees that will exceed the estimate provided in the referenced proposal. Earth Systems presents this Change Order Request to cover fees for those future services.

Revised Estimate

Billings for January and February 2018 have recently been issued, and the addition of those fees bring the total charged within about \$1,000.00 of the original estimate of \$17,000.00. However, some welding inspection has been provided in March, and significant amounts of testing and inspection are still expected to be required.

Earth Systems will continue to work with the Project Inspector to minimize the number of trips required to perform additional testing, and the following estimate has been generated based on conversations with the Project Inspector's anticipated need for additional services moving forward. This is a "good faith" estimate, and should not be considered "not-to-exceed". However, an additional change order request will be issued if it appears that this revised estimate will be exceeded.

| | |
|---------------------------------------|--------------------|
| Original Budget: | \$17,000.00 |
| Change Order Request Budget Addition: | \$9,000.00 |
| Total Revised Estimate | \$26,000.00 |

It should be noted that the original estimate of fees for the grading observation and testing aspects of the project is under budget by approximately \$4,000 through the date of this writing.

The contractual terms included in the master service agreement between the Oxnard School District and Earth Systems shall continue to apply to this phase of work on the project.

Upon acceptance of this change order request, please sign and date a copy and return it to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Agreed to and Accepted



Patrick V. Boales
Engineering Geologist No. 1346/Managing Principal

Client Signature and Title

Client Name (in print)

Date

Copies: 1 - Oxnard School District c/o CFW, Attention: Sean Mahan (via email)
1 - Proposal File

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

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

conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

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

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

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

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

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

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

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

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

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

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

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

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

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

PVB (Initials)

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

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

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

PVB (Initials)

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

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.
30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
- a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
- a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

PVB (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

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

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

To Consultant: Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attention: Paul Mooney
T: (805) 642-6727
Email: pmooney@earthsys.com

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

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

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

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

Patrick V. Boales
Signature

Patrick V. Boales, President
Typed Name/Title

November 1, 2013
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-122


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

Not Project Related

Project #13-122

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

- Not Project Related
- Project #13-122

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

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

| | |
|---|------------------------|
| Professional Personnel (hourly) | |
| Staff Engineer/Geologist | \$110.00 |
| Senior Engineer/Geologist | \$150.00 |
| Laboratory Technician..... | \$75.00 |
| Technical Personnel (hourly) for Non-Prevailing Wage Services | |
| Technician (Off-Site or for Sample Pickup) | \$72.00 |
| Batch Plant Inspector (Off-Site)..... | \$72.00 |
| Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) | \$75.00 |
| Mileage Charges | |
| A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged. | |
| Technical Personnel (hourly) for On-Site (Prevailing Wage) Services | |
| Soil Technician or Anchor Pull Tester | \$83.00 |
| Concrete Sampling Technician..... | \$83.00 |
| Special Inspector | \$85.00 |
| Mileage Charges | |
| A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips. | |
| Other | |
| Certified Payroll | \$40.00/person/payroll |
| | plus copying fees |

- Not Project Related
- Project #13-122

LABORATORY SERVICES (Partial Listing of Available Tests)

SOIL

| | |
|---|--------------|
| Moisture Content of Soils: ASTM D 2216 | \$32.00 |
| Expansion Index: UBC Std 29-2: ASTM D 4829 | \$150.00 |
| Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216 | |
| Full Curve (4" Mold) | \$160.00 |
| Full Curve (6" Mold) | \$200.00 |
| Sieve Analysis (washed): ASTM D 422. D 1140: CTM 202 | \$140.00 |
| Sieve and Hydrometer Analysis: ASTM D 422: CTM 203 | \$215.00 |
| Resistance "R" Value of Soils: ASTM D 2844: CTM 301 | |
| Untreated Soils | \$290.00 |
| Soils with Additives | Per Quote |
| Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates) | \$150.00 |
| Sand Equivalent: ASTM D 2419: CTM 217 | \$110.00 |
| Special Sample Preparation | \$75.00/hour |

CONCRETE

Concrete Aggregate

| | |
|--|--------------|
| Sieve Analysis: | |
| Washed: ASTM C 117, ASTM C 136: CTM 202 | \$150.00 |
| Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202 | \$95.00 |
| Specific Gravity: | |
| Coarse Aggregate: ASTM C 127: CTM 206 | \$75.00 |
| Fine Aggregate: ASTM C 128: CTM 207 | \$110.00 |
| Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 | Per Quote |
| Unit Weight of Aggregate: ASTM C 29: CTM 212 | \$75.00 |
| Special Sample Preparation | \$75.00/hour |

Not Project Related

Project #13-122

Cylinders, Beams, and Cores

| | |
|---|--------------|
| Compression Test of Cast Cylinders (all sizes): ASTM C 39 | \$30.00* |
| Compression Test of Cored Samples: ASTM C 42 | \$55.00* |
| Compression Test Gunitite Samples | \$100.00* |
| Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78..... | \$105.00 |
| Special Sample Preparation | \$75.00/hour |

*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

ASPHALT CONCRETE

Miscellaneous Tests

Bulk Specific Gravity of Compacted Specimens and Core Samples:

| | |
|--|----------|
| ASTM D 2726, ASTM D 1188; CTM 308 | \$40.00 |
| Specific Gravity, Theoretical Maximum: ASTM D 2041 | \$105.00 |
| Marshall Method: ASTM D 1559 (Set of 3 Specimens) | \$330.00 |
| Asphalt Content of Hot Mix by Ignition Method with wash and gradation..... | \$290.00 |
| Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A | \$135.00 |
| Hazardous Waste Handling Charge | \$120.00 |
| Moisture Content: CTM 370 | \$47.00 |
| Sieve Analysis: | |
| Washed: ASTM C 117, C 136; CTM 202 | \$140.00 |
| Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 | \$75.00 |
| Specific Gravity: | |
| Coarse Aggregate: ASTM C 127; CTM 206..... | \$75.00 |
| Fine Aggregate: ASTM C 128; CTM 207; CTM 208 | \$110.00 |
| Unit Weight of Aggregate: ASTM C 29; CTM 212 | \$75.00 |
| Sand Equivalent: ASTM D 2419; CTM 217 | \$110.00 |

- Not Project Related
 Project #13-122

AGGREGATE BASE

| | |
|---|----------|
| Sieve Analysis: ASTM C 117, C 136; CTM 202..... | \$140.00 |
| Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 | \$340.00 |
| Sand Equivalent: ASTM D 2419; CTM 217 | \$110.00 |

MASONRY

Concrete Block (Per Specimen)

| | |
|--|---------|
| Compression Test on Masonry Cores: ASTM C 140..... | \$45.00 |
| Absorption (set of 3 required): ASTM C 140 | \$40.00 |
| Moisture Content as received (set of 3 required): ASTM C 140 | \$30.00 |
| Shrinkage (set of 3 required): ASTM C 426 | \$95.00 |
| Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 | \$35.00 |

Mortar and Grout (Per Specimen)

| | |
|--|--------------|
| Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each..... | \$35.00 |
| Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each | \$35.00 |
| Compression, 2" Cubes (set of 3 required) | \$35.00 |
| Special Sample Preparation | \$75.00/hour |

Masonry Prisms

| | |
|---|----------|
| Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26..... | \$150.00 |
|---|----------|

Brick/Paving Units (Per Specimen)

| | |
|--|---------|
| Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936..... | \$55.00 |
| Compression Test: ASTM C 67/ASTM C 936..... | \$55.00 |

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STEEL

Reinforcing Bar Tests

Tensile and Bend Tests, #2 through #9: ASTM A 615\$115.00
 Tensile and Bend Tests, #10 through #18: ASTM A 615 Per Quote
 Unit Weight of Coating (Galvanized).....\$105.00

Structural Steel

Tensile and Bend Test (sample preparation not included).....\$115.00
 Machining Charges, per sample..... Cost plus 20%
 Unit Weight of Galvanized Coating\$110.00

Pipe

Tensile Test (sample preparation not included).....\$57.00
 Flattening Test (sample preparation not included)\$40.00

High Strength Bolts

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set)\$250.00

**MISCELLANEOUS CHARGES
FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment\$75.00/day
 Torque Wrench\$50.00/day
 Skidmore Device.....\$75.00/day

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

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

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

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

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

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

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

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.

b. Records for all supplies, materials and equipment properly charged to the Services.

c. Records for all travel pre-approved by District and properly charged to the Services.

d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

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

Name: See Attached List

Title: _____

AND/OR

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

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

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: *Paul E. Mooney, VP.*

By: Paul E. Mooney, Vice President

Its: _____



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

| | |
|-------------------|-----------------------|
| Richard M. Beard | Geotechnical Engineer |
| Patrick V. Boales | Engineering Geologist |
| Anthony P. Mazzei | Geotechnical Engineer |
| Paul E. Mooney | Engineering Geologist |
| Todd J. Tranby | Engineering Geologist |

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122
SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING

The Geotechnical's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

1. Borings:

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

2. Drilling and sampling methods and protection of property:

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

3. Percolation Testing:

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

4. Reports

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
 - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
 - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
 - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
 - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
 - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
 - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
 - Provide appropriate subsurface profiles of rock or other bearing stratum;
 - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
 - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
 - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
 - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
 - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
 - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
 - v. Subgrade modules for design of pavements or slabs.
 - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
 - vii. Stability of slopes.
 - viii. Seismic activity.
 - ix. Frost penetration depth and effect.
 - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
 - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
 - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

5. Construction Phase Services

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:

- A. Work plan and schedule for completion of services**
- B. Confirmation of completion of boring, drilling, sampling & testing activities**

DUE DATE

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**

D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

7. Accuracy Standards

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

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SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. Qualifications and Special Inspection Services:

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.

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All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
- Concrete Cylinders (ASTM C29)
 - Concrete Cores (ASTM C39)
 - Lightweight Concrete (ASTM C495)

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- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
 - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
- iv. Concrete Aggregate
 - Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
 - i. *Bars.* Size and spacing of bars.
 - ii. *Splices.* Location and length of splices.
 - iii. *Clearances.* Check clearances.
 - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
 - v. *Spacing tolerances.* Confirm spacing tolerances.
 - vi. *Steel Support.* Proper support of steel with ties.

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

6. Compression Testing:

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

Not Project Related

Project #13-122

7. Mix Design Review:

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
 - i. **Masonry Compression Tests**
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 18|ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage - Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. **Steel Reinforcing**
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. **Concrete Aggregate**
 - Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

- a. The consultant's duties shall include the following:
 - i. Review mill test certifications of block and reinforcing steel.
 - ii. Inspect to determine size and spacing of dowels.
 - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
 - iv. Inspect proper lay-up of block units.
 - v. Inspect reinforcing steel prior to grouting.
 - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
 - vii. Inspect to determine proper consolidation of grout.
 - viii. Check that curing requirements are being followed.

9. Structural Steel:

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
 - i. Field Welding
 - ii. High Strength Bolting
 - iii. Metal Decking
 - iv. Welded Stud Connectors
 - v. Fabrication Shop

Not Project Related

Project #13-122

- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
 - ii. Hardness Test (ASTM A325)
 - iii. Tensile Strength (ASTM F606)

10. Reports

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

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

11. Time

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

12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

Not Project Related

Project #13-122

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Earth Systems Southern California ("Earth Systems")

Earth Systems has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

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

Earth Systems Southern California Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
 Project #13-122

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2013


| | | |
|---|---|------------------------------------|
| PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURED SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303 | INSURERS AFFORDING COVERAGE |
| | INSURER A: Hartford Fire Ins. Co. | 19682 |
| | INSURER B: American Automobile Ins. Co. | 21849 |
| | INSURER C: Lexington Ins. Co. | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|--|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 57CESOA2013 | 04/01/13 | 04/01/14 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 57JUNUO0049 | 04/01/13 | 04/01/14 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WZP81008532 | 04/01/13 | 04/01/14 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| C | | OTHER Professional Liability | 013001511 | 12/19/12 | 12/19/13 | | \$1,000,000 per claim \$2,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
RE: Master Agreement.
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

| | |
|---|--|
| CERTIFICATE HOLDER Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|---|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Location(s) Of Covered Operations

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: SCG, Inc., dba Earth Systems

Policy Number:57UUNUO0049

Policy Effective Dates: 04/01/13

Additional Insured:

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/1/19

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 1st Reading _____ 2nd Reading _____

Ratification of Work Authorization Letter #7 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the Kinder/Flex Facilities Projects at McAuliffe and Ritchen (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 #7 to Knowland Construction Services, to provide DSA Inspector of Record (IOR) Services and In-Plant Inspections for the Kinder/Flex Facilities Projects at McAuliffe and Ritchen.

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

Master Agreement: #13-129
Work Authorization Letter: #7
Consultant: Knowland Construction Services
Date Issued: 5/1/2019

FISCAL IMPACT

The DSA Inspector of Record (IOR) Services and In-Plant Inspections will be completed for a fee of **Twenty-Two Thousand Six Hundred Eighty-Five Dollars and No Cents (\$22,685.00)** to be funded from the Master Construct and Implementation Program.


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 ratify WAL #7 for Master Agreement #13-129 with Knowland Construction Services.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #7, Knowland Construction Services (1 Page)
- Knowland Construction Services Proposal, January 14, 2019 (2 Pages)
- Master Agreement #13-129, Knowland Construction Services (28 Pages)

| | | | | |
|--|--|--|---|--|
|  | WORK AUTHORIZATION LETTER | | | |
| | GENERAL INFORMATION | | | |
| | PROJECT #: SITE NAME: Ritchen and McAuliffe MASTER AGREEMENT #: 13-129 WAL #: 7 | | DATE: 5/1/2019 DSA # OPSC # VENDOR ID: | |
| PURSUANT TO MASTER AGREEMENT BETWEEN: | | | | |
| DISTRICT | | CONSULTANT | | |
| OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501 | | Firm Name: Street: City, State, Zip: Phone: | Knowland Construction Services 33 Narcissa Drive Rancho Palos Verdes, CA 90275 626.786.4331 | |
| SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL | | | | |
| <p>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, shall maintain active communication with project team, review, approval, filing, archiving of project documents including RFIs, submittals, change orders, daily reports and any other documents that require IOR's approval and/or review as required by DSA. Knowland Construction Services will also provide In-plant inspections as required by DSA.</p> <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p> | | | | |
| SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL | | | | |
| START DATE: March 1, 2019 | | COMPLETION DATE: July 1, 2019 | | |
| FIXED FEE AMOUNT: <u>Twenty-Two Thousand Six Hundred Eighty-Five Dollars and No Cents</u> (\$22,685.00) | | | | |
| <i>This fee amount is based upon Consultant's proposal dated <u>1/14/19</u> and subsequent negotiations mutually agreed to by all parties</i> | | | | |
| <p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i></p> | | | | |
| IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW: | | | | |
| DISTRICT | | CONSULTANT | | |
| OXNARD SCHOOL DISTRICT | | CONSULTANT | | |
| (SIGNATURE) | (DATE) | (SIGNATURE) | (DATE) | |
| FOR DISTRICT USE ONLY | | | | |
| PROJECT MANAGER: Jennifer McIsaac P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementation Program COST ID: 6290 | | PREPARED BY: Varun Inapuri P.O. AMOUNT: | | |
| (PM APPROVAL SIGNATURE) | | (DATE) | | |

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Oxnard School District**

INSPECTORS: **Kim Ginnever Class II (or other approved DSA Class Inspector)**

PROJECT: **Kinderflex Projects: Ritche ES and McAuliffe ES
Extension to Purchase Order No. P18-03604**

RATE: **\$85/hour**

TOTAL ESTIMATE: **\$12,575.00 (McAuliffe)
\$10,110.00 (Ritche)
\$22,685.00 (Total)**

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project inspector duties as outlined in California Ed Code 17309 & 17311 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. Represent the client under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the District.
4. 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 Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District and the inspector, Knowland Construction Services 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.

6. 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. 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.
7. Knowland Construction Services shall maintain in effect a \$4 million 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 Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Construction Services (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.
9. Knowland Construction Services shall provide to the District at the end of the project all project documentation in a professional format.
10. 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. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.
11. Knowland Construction Services shall provide the District professional documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.

Dated: January 14, 2019

Dated: January __, 2019

Christopher Knowland

Christopher Knowland – KCS

Agent – Oxnard School District

Knowland Construction Services
33 Narcissa Drive, Rancho Palos Verdes, CA 90275
Phone: (626) 757-4141 / Email: dianek@knowlandinc.com

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

RECITALS

33 Narcissa Drive
Rancho Palos Verdes, Ca 90271

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

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

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

OPERATIVE PROVISIONS

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

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

Oct 31
RECEIVED NOV 01 2013
CFW

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

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

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

9. Responsibilities of Consultant:

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CK (Initials)

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

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

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

OK (Initials)

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

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

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

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

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

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

CK (Initials)

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

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

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

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

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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

KNOWLAND CONSTRUCTION SERVICES INC.:

Christopher Knowland
Signature

Christopher Knowland, President
Typed Name/Title
Operations

October 29, 2013
Date

Tax Identification Number: 20-4112757

Not Project Related

Project #13-129

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-129


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

Not Project Related

Project #13-129

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

Not Project Related

Project #13-129

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

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

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

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

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

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

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

Not Project Related

Project #13-129

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

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

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

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

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

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

Not Project Related

Project #13-129

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #13-129

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #13-129

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

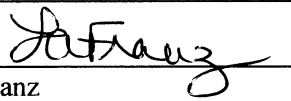
CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-129

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

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

Not Project Related

Project #13-129

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

Name: _____

Title: _____

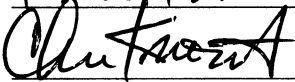
AND/OR

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

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

Date: October 29, 2013

Proper Name of Contractor: Knowland Construction Services

Signature: 

By: Christopher Knowland

Its: President Operations

Not Project Related

Project #13-129

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

SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)

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

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

1. Certifications:

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

2. Pre-Construction services required:

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

3. Construction Phase Services Required:

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

4. Post-Construction Services Required:

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

Not Project Related

Project #13-129

5. Reports

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

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

6. Time

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

7. Accuracy Standards

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

- Not Project Related
 Project #13-129

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
 - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

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



KNOWCON-01

KENNYN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2013

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

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

| | | |
|--|---|--------------------------------------|
| PRODUCER Cass & Johansing 825 Colorado Blvd., Suite 215 Los Angeles, CA 90041 | CONTACT NAME: Carmen Amirian PHONE (A/C, No, Ext): (626) 568-9933 E-MAIL ADDRESS: carmena@cassandjohansing.com | FAX (A/C, No): (626) 568-2886 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Knowland Construction Services 33 Narcissa Drive Rancho Palos Verdes, CA 90275 | INSURER A : Ironshore Specialty Ins. Co. | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR 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 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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**

Oxnard School District
 Attn: Lisa Cline
 1051 South A Street
 Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carmen Amirian

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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-29-2013

GROUP:
 POLICY NUMBER: 1793828-2013
 CERTIFICATE ID: 38
 CERTIFICATE EXPIRES: 07-01-2014
 07-01-2013/07-01-2014

OXNARD SCHOOL DISTRICT
 1051 S A ST
 OXNARD CA 93030-7442

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 OXNARD SCHOOL DISTRICT

ENDORSEMENT #1800 - DIANA KNOWLAND PRES - EXCLUDED.

ENDORSEMENT #1800 - CHRISTOPHER KNOWLAND VP SEC TRES - EXCLUDED.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KNOWLAND INC DBA: KNOWLAND CONSTRUCTION SC
 SERVICES
 33 NARCISSA DR
 RANCHO PALOS VERDES CA 90275

[P11.50]

PRINTED : 10-29-2013

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/1/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

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

Ratification of Amendment No. 006 to Agreement #15-89 for CSDA Design Group to provide additional Architectural Services for the Marshall New Classroom Building Project (Penanhoat/Fateh/CFW)

At the August 26, 2015 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #15-89 with CSDA Design Group (now and going forward known as CSDA) to provide Architectural Services to complete the design and provide construction administration services for the Marshall New Classroom Building Project (Project).

Amendment No. 006 and the attached CSDA proposal dated 3/15/19 is to extend the project's Construction Administration Services through 7/31/19, and includes the preparation and coordination of the DSA approval process for Construction Change Order Directives (CCD's) #24 & #40.

FISCAL IMPACT:

Sixty-Six Thousand Two Hundred Dollars and Zero Cents [\$66,200.00] 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 ratify Amendment No. 006 to Agreement #15-89 with CSDA for the Marshall New Classroom Building Project for additional architectural and engineering services.

ADDITIONAL MATERIAL(S):

- Amendment No. 006, CSDA Design Group (2 Pages)
- Proposal dated March 15, 2019, CSDA Design Group (2 Pages)
- Agreement #15-89, CSDA Design Group (118 Pages)

**Amendment No. 006 to Architect
Services Agreement #15-89**

The Architect Services Agreement (“Agreement”) entered into on August 26, 2015, by and between the Oxnard School District (“District”) and CSDA Design Group, (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 006 to the Architectural Services Agreement #15-89 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the Marshall New Classroom Building 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 Marshall New Classroom Building;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications, the timing of those modifications, the District requires amending the scope of work of CSDA Design Group 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 a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Marshall New Classroom Building 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. Sixty-Six Thousand Two Hundred Dollars and Zero Cents (\$66,200.00) for the Expanded Scope of Work for the Marshall New Classroom Building project including: Expanded Construction Administration (CA) Services and preparation of Construction Change order Directive numbers 24 & 40. This Amendment No. 006 provides the expanded scope of work for the period from February 27, 2019 to July 31, 2019. These increased professional services include provision of continuous CA services, attend weekly meetings, and include additional site visits for a total of 21 weeks.**

The total sum for the additional services total:

Sixty-Six Thousand Two Hundred Dollars and Zero Cents (\$66,200.00) 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 August 26, 2015 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. 006 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: _____

CSDA Design Group:

By: _____
Michael Schoen, Principal

Date: _____

March 15, 2019

CFW Inc.
Implementation Services
815 Colorado Blvd.
Suite 201
Los Angeles, CA 90041
Attn: Scott Burkett

Re: Marshall Elementary School
Project # 1534.01
Agreement # 15-89

Subject: Extended Construction Administration: 3/1/2019 to 7/31/2019 and preparation of CCD 24 and CCD 40 - Additional Services Proposal

Dear Mr. Burkett:

CSDA Design Group (CSDA) is pleased to be given the opportunity to continue to work with the Oxnard School District (OSD) and CFW on the Marshall Elementary School New Classroom Project. It is our understanding that CFW has requested extending construction administration (CA) services duration from August 31, 2018 to July 31, 2019. It has also been requested for the design team to create sketches and structural calculations for a column and elevator rails that were installed in the incorrect locations thus requiring CCDs. The scope of work for the services related to this project are listed below.

Scope of Work

- **Extended Construction Administration Services Duration:**
 1. CSDA's current CA services, per Amendment No. 004, which includes attending weekly construction meetings, will be ending on February 26, 2019. CSDA has been requested by CFW to extend weekly construction site meetings to July 31, 2019 and provide continued construction administration services related to the increased level of effort, meeting attendance, and site visit frequency for a total of 21 weeks.
 2. The Structural Engineer of Record CA services are also in need of extension to July 31, 2019
- **CCD 24:** Preparation and submission of CCD 24 to DSA for the modification of a column placed in incorrect location which impacted structure and entry door to the restroom.
- **CCD 40:** Preparation and submission of CCD 40 to DSA for the modification of the elevator guide rails which were installed incorrectly.

**Marshall Elementary School
Extended Construction Administrative Services Duration Proposal**

Compensation

As compensation for professional Architectural and Engineering services for the scope of work as outlined above, CSDA proposes a total lump sum fee of **\$66,200.00 (Sixty Six Thousand Two Hundred Dollars, and Zero Cents)**

| | CA Extension | CCD 24 | CCD 40 |
|---------------|--------------|-------------|-------------|
| Architectural | \$ 38,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| Structural | \$ 13,400.00 | \$ 9,900.00 | \$ 2,900.00 |

Total **\$ 66,200.00**

Exclusions

Services beyond the Scope of Basic Services/Additional Services not included in CSDA's fee but can be provided if required:

1. Engineering Services not specifically listed in this proposal
2. Any other item not specifically included in the scope of services and scope of work as listed within this proposal

Closing

CSDA looks forward to continuing our relationship with CFW and the successful completion of the Marshall Elementary School New Classroom Building project. I would be happy to review with you, in detail, this proposal and am available to answer any questions you may have. I, along with the entire team, look forward to working with you and your team.

Sincerely,

CSDA DESIGN GROUP



Michael Schoen, AIA, LEED AP
Principal

cc: Anissa K. Wong - Principal
CSDA File

AGREEMENT #15-89 FOR ARCHITECTURAL SERVICES

BETWEEN

CSDA DESIGN GROUP

AND

OXNARD SCHOOL DISTRICT

AUGUST 26, 2015

FOR

MARSHALL SCHOOL 12 CLASSROOM BUILDING

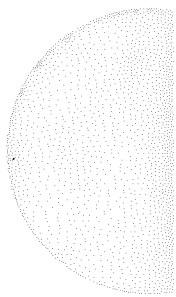


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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services ("**Agreement**") is entered into on this 26th day of **August, 2015** by and between **CSDA Design Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "**Architect**"), with a business address at 4061 Glencoe Avenue, Suite "B", Marina Del Rey, CA 90292 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 typical 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 by a minimum of four (4) public bids, 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 4.2.16.1; 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:

**Four Hundred Sixty Two Thousand Seven Hundred Fifty Dollars
(\$462,750.00)**

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 **THIRTY THOUSAND DOLLARS NO CENTS (\$30,000.00)**. 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 MARSHALL 12 CLASSROOM BUILDING**. 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.

11.2 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:

11.2.1.1 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

11.2.1.2 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.

11.2.2 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.

11.2.3 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.

11.2.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.3 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.

11.3.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.3.1.1 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.

11.3.1.2 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.

11.3.1.3 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.

11.3.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.3.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.3.2 Minimum Scope of Insurance.

11.3.2.1 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.

11.3.2.2 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.

11.3.2.3 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.

11.3.3 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.

11.3.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.3.4.1 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.

11.3.4.2 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.

11.3.4.3 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.

11.3.4.4 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.

11.3.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.3.5.1 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.

- 11.3.5.2 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.
- 11.3.5.3 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.
- 11.3.5.4 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.
- 11.3.5.5 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.
- 11.3.5.6 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.
- 11.3.5.7 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.

12.1 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.

12.2 SUBMISSION OF A CLAIM

12.2.1 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.

12.2.2 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.

12.3 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.

12.3.1 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.

12.3.2 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.

12.3.3 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.

12.3.3.1 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.

12.3.3.2 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.

12.3.3.3 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.

12.3.4 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.

12.4 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:

CSDA Design Group
Jeffery M. Fuller, President
4061 Glencoe Avenue, Suite "B"
Marina del Rey, CA 90292

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.

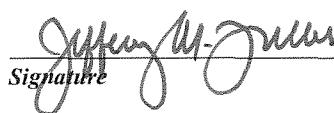
15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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.

CSDA DESIGN GROUP:


Signature

Jeffery M. Fuller, President
Typed Name/Title

8/14/15
Date

OXNARD SCHOOL DISTRICT:


Signature

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

8-31-15
Date

EXHIBIT "A"
PROJECT

August 26, 2015

Jeffery M. Fuller, President
CSDA Design Group
4061 Glencoe Avenue, Suite "B"
Marina del Rey, CA 90292

Architect Selection Package for MARSHALL 12 CLASSROOM BUILDING

Dear Mr. Fuller,

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, **MARSHALL 12 CLASSROOM PROJECT**. This project is herein referred to as "**Marshall**". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Marshall Summary

Marshall will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Marshall 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.

A lease-leaseback (LLB) or alternated method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6th, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Marshall.

Detailed Description

Enclosed in this package is a detailed description of Marshall, 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 Elm campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.

Caldwell Flores Winters, Inc.

6425 Christie Avenue, Suite 270, Emeryville, CA 94608 (510) 596-8170 Fax (510) 450-0208

July 6, 2015

Jeffery Fuller, Principal
CSDA Design Group
4061 Glencoe Avenue, Suite B
Marina del Rey, CA 90292

Request for Architectural Services for Marshall New Classroom Building

Dear Mr. Fuller,

The Board of Trustees of the Oxnard School District accepted a proposed project plan for a New Classroom Building at Marshall Elementary School (the "Project"). The Board has approved the project's budget and schedule and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architectural Services for a twelve (12) classroom addition to the Marshall Elementary site in order to provide additional interim capacity for grades 6-8 and accommodate a K-8 program that builds upon the site's academic strand focus on the visual and performing arts.

The completed project must be consistent in appearance and architectural theme with existing facilities at the site, however your firm may propose to source the facility plans by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within the attached document.

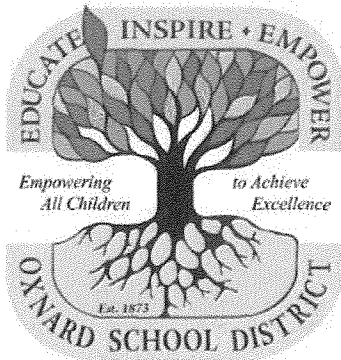
At this time, we anticipate that the Project's design phase would commence in August 2015 and be submitted to DSA in December 2015. DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016. The Project budget was approved by the Board upon adoption of the June 2015 Semi-Annual Report with an "all-in" total cost of \$8,097,558.

A process for assigning a qualified architectural firm to this 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 the attached Request for Architectural Services and submit your response by **12:00 pm PDT on Friday, July 17, 2015** 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
Request for Architectural Services
Marshall Elementary School: New Classroom Building

Prepared by:
Caldwell Flores Winters
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

OXNARD SCHOOL DISTRICT

Request for Architectural services

I. Project Description: middle school 12-Classroom addition at Marshall Elementary

ORIENTATION

Marshall Elementary sits on an 11-acre site at 2900 Thurgood Marshall Drive, a street which borders the campus to the north and west. The site is located next to the River Ridge neighborhood in the north end of Oxnard and is also bounded by North Patterson Road to the east and West Gonzales Road to the south. The school, constructed in 2003, currently operates a Kindergarten through fifth grade educational program for 555 students with 24 classrooms and features an academic strand program focused on the visual and performing arts. The school also contains three rooms subdivided for speech and Special Education, a computer lab, a resource room, a cafeteria, a library, a staff lounge, and two playgrounds. There are no portables on campus; all facilities currently at Marshall are permanent. With the exception of hard courts that occupy approximately one-third of the south half of the school site, all development is located on the north half of the site along Thurgood Marshall Drive.

PROJECT REQUIREMENTS

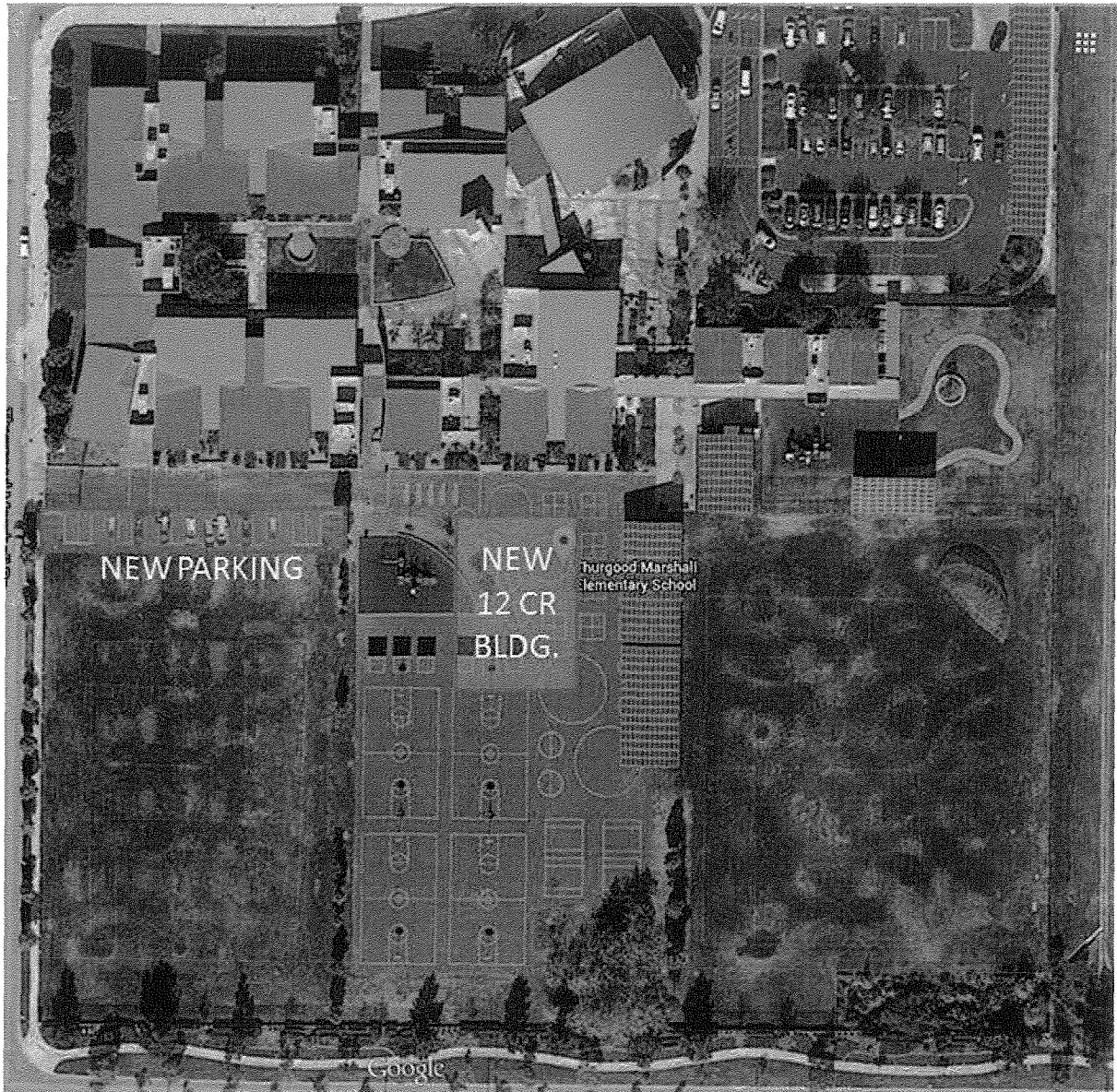
Pursuant to the Board adopted June 2015 Semi-Annual Implementation Program Update, the Marshall New Classroom Building project has been envisioned to meet the District's interim capacity requirements for grades 6-8 until a new middle school is constructed and to provide Marshall with a long-term K-8 educational program option, if desired. The project will produce 12 new teaching spaces for 324 or more students in Grades 6 to 8 based on State loading standards of 27 students per room. Upon completion, Marshall will contain a combined total of 40 permanent classrooms and updated parking to satisfy the District's specification for K-8 facilities with a capacity for up to 900 students.

The new classroom building will consist of nine (9) general-purpose classrooms ("learning labs") at 960 square feet each, two (2) science labs at 1,200 square feet each, and one (1) performing arts lab at 1,200 square feet. Additionally, restrooms will be required per code requirements, as well as a 200-square-foot science lab storage room and a 200-square-foot music/arts storage room. Altogether, the new facility will consist of approximately 13,840 square feet of new classroom, restroom, and storage space, including areas for hallways, stairwells, and other circulation facilities as per code requirements. Facility plans may be sourced by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within this document.

| | Proposed | | |
|--------------------------------|----------|-------|---------------|
| | Sq. Ft. | Units | Total Sq. Ft. |
| Teaching Spaces | | | |
| Learning Lab | 960 | 9 | 8,640 |
| Science Lab | 1,200 | 2 | 2,400 |
| Science Storage | 200 | 1 | 200 |
| Performing Arts Lab | 1,200 | 1 | 1,200 |
| Performing Arts Storage | 200 | 1 | 200 |
| Support Space | | | |
| Restrooms/Elevator/Circulation | 1,200 | 1 | 1,200 |
| Total Building Sq. Ft. | | | 13,840 |

To minimize intrusion on the existing campus recreation space, the new classroom building will be two stories, with a floor area of approximately 7,000 square feet per level, and located on a portion of the hard court area that currently exists immediately to the south of the administration building. As shown below, the new facility is envisioned as a rectangular structure with its long axis of approximately 100 feet oriented north to south and placed adjacent to the administration building. Additionally, the project design requires parking to be expanded to accommodate approximately 20 spaces, and has been conceptually indicated as an expansion of an existing access lane on the west side of the site. However, the District seeks the most advantageous layout and location for the new building and parking and will consider alternate layouts in design proposals, provided that they meet project requirements, minimize disruption to circulation or the use of the hard courts and playfields, avoid the costly replacement of play areas or solar shade structures, and are mindful of access requirements and adjacent facilities.

Location and Orientation of Marshall New Classroom Building and Parking



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.

DESIGN CONSIDERATIONS & PROJECT VISION

The Marshall Elementary K-5 academic strand program on the visual and performing arts provides students with hands-on application of core subject matter, exposure to experts, and experience working with digital media platforms. All classrooms and labs in the new Marshall facility must be designed and built to accommodate this program at the middle school grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Attachment A describes the proposed classroom vision, including specifications and design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the 12 classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

II. Master Budget and Schedule

The preceding narrative description of the Project is articulated below as to budget and schedule. Any of these components may be modified pursuant to direction from the District or the District’s program manager.

SUMMARY BUDGET:

The “all-in” budget for the Project has been estimated at **\$8,097,558** in current dollars. The “all-in” budget combines hard construction costs with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the project.

Design and Construct Middle School 12 Classroom Addition at Marshall Elementary School

| Project | Amount | Unit | Budget |
|---|---------------|-------------|--------------------|
| Design and Construct New Classroom Facility | | | |
| 9 Learning Labs | 8640 | sf | \$4,073,143 |
| 2 Science Labs | 2400 | sf | \$1,152,000 |
| 1 Science Lab Storage Room | 200 | sf | \$97,714 |
| 1 Performing Arts Lab | 1200 | sf | \$596,571 |
| 1 Performing Arts Lab Storage Room | 200 | sf | \$97,714 |
| Restrooms/Circulation | 1200 | sf | \$713,829 |
| 21st Century FF&E | | | \$652,143 |
| Construct Elevator and Stairwell | | | \$428,571 |
| Offsite and Utility Upgrades including: New Electrical, Fire Line, Gas, Other Utility Upgrades | 13840 | sf | \$94,517 |
| <i>Subtotal:</i> | 13840 | sf | \$7,906,203 |
| Required Sitework | | | |
| Sidewalks/Path of Travel Improvements | 4152 | sf | \$88,971 |
| Add 20 Parking Spaces (Utilize Fire Access Road on west side of campus) | 3240 | sf | \$102,384 |
| <i>Subtotal:</i> | 7392 | sf | \$191,355 |
| Estimated Total | | | \$8,097,558 |

SUMMARY SCHEDULE:

At this time, we anticipate the Project's design phase would commence in August 2015 with final plans ready for submittal to DSA in early January 2016. The DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016.

| Activity | Start | Finish | Duration |
|-----------------------------|----------------|----------------|-----------------|
| Conceptual/Schematic Design | August 2015 | September 2015 | 4 weeks |
| Design Development | September 2015 | October 2015 | 5 weeks |
| Construction Documents | October 2015 | December 2015 | 10 weeks |
| DSA Review | January 2016 | July 2016 | 24 weeks |
| DSA Back Check | July 2016 | August 2016 | 2 weeks |

III. Method of Selection

ASSIGNMENT PROCESS:

Each prequalified firm can elect or decline to participate in the assignment process for the Project. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this request for services.

CFW will organize a single mandatory tour of the site that all teams choosing to participate will be asked to attend. All project and submittal related questions will be addressed at the time of the tour. Questions pertaining to the site tour should be directed to Yuri Calderon, Chief Operating Officer, at (510) 596-8170.

Once the proposal deadline has passed, CFW will arrange an interview for each responding firm with the District's Project Review Committee. Firms should make available at the interview no less than two staff assigned to the Project. Interview results will be considered along with the proposed design, estimated fees, 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.

SCHEDULE

The following is a proposed schedule for selection. The District reserves the right to modify this schedule in its sole discretion:

- Participating teams to notify CFW of their intent to provide a proposal: **July 7, 2015**
- Responses due: **July 17, 2015 PDT 12:00pm**
- Review of submittals, evaluations, and interviews completed by **July 24, 2015**
- Proposed Board approval date (subject to change): **August 5, 2015**

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 firm's conceptual understanding of the project and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components. In addition, the proposal should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

2. Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.
3. Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.
4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the 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 Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project;
7. Provide a line item conceptual cost estimate for the firm's proposed design concepts. Total costs should be provided as "all-in" project costs that integrate hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format;
 - b. Adequate notation specifying significant assumptions of the cost estimate;
 - c. A separate line item identifying the cost for FF&E;
 - d. Values in current dollars only—do not escalate your estimates; and
 - e. Written narrative, only if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in tabular format exportable to Microsoft Excel.

Limit response to no more than ten (10) double-sided 8 ½ x 11 pages, and ten (10) 11x17 drawings to illustrate the conceptual proposals for the project. This page limit is inclusive of all materials required, including cover letter, and any additional items desired by respondents, such as a table of contents or index, divider tabs, etc., with the exception of front or back cover pages and the requested cost estimates as outlined in item #7 above. Submit response document in **.pdf format** and cost estimate in **.xls format** via email to Yuri Calderon, at ycalderon@cfwinc.com by no later than **12:00 noon PDT, Friday July 17, 2015**. Upon interview, you will be asked to supply an additional five printed copies of your response as handouts in addition to any presentation material you may wish to distribute.

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 - 2 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: Marshall 12 Classroom Building

Architect of Record: CSDA Design Group ("CSDA")

CSDA 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 CSDA, 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.

CSDA Design Group

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

NOTE:

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

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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


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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: Jeffery M. Fuller 

Title: President

AND/OR

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

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

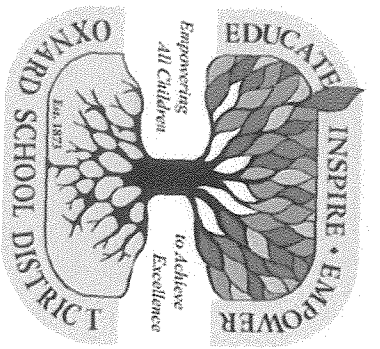
Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____



July 2015

**OXNARD
SCHOOL
DISTRICT**

**ATTACHMENT A:
MARSHALL NEW CLASSROOM BUILDING:
VISION & SPECIFICATIONS**

CFW

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MARSHALL NEW CLASSROOM BUILDING

VISION & SPECIFICATIONS

SUMMARY

The Oxnard School District has adopted a Facilities Implementation Program to transform the functionality of school facilities and improve academic achievement. As a key part of its reconfiguration efforts, the District has decided to expand Marshall Elementary from a K-5 school with an academic strand focus on visual and performing arts into a K-8 Visual and Performing Arts Academy.

To achieve this, the District will construct a new 12-classroom wing that consists of the following:

- **Nine (9) learning labs** (i.e., general purpose classrooms) at 960 square feet each
- **Two (2) science labs** at 1,120 square feet each
- **One (1) performing arts lab** at 1,120 square feet

In addition to the 12 classrooms specified above, the new facility will require restrooms (1,000 sq. ft. in total), one 200-sq. ft. storage room to be shared by the science labs, and one 200-sq. ft. storage room attached to the performing arts lab.

As Marshall Elementary already hosts an academic strand focus in the visual and performing arts for K-5 students in its existing facilities, the new classroom wing will serve the needs of middle school students. At State loading standards of 27 students per room (Grades 6 through 8), up to 324

students will be able to be accommodated in the new 12-classroom wing. Alternately, by the District loading standard of 36 students per room, 432 students in Grades 6 to 8 will be accommodated in the 12 classrooms.

The vision and specifications for each type of room have been developed with the input of District staff as well as teachers, former school administrators and professional facilities consultants. Collectively, the criteria specified are provided to supplement approved Educational Specifications and provide a framework for room design appropriate for 21st century classroom instruction.

As such, a thorough understanding of the functions performed in these rooms is critical so that the form can adequately follow. Much of the functionality in the new classroom wing will be achieved through innovative choices on furniture, fixtures, and equipment. As the essence of the project, these elements will enable instructors to transform their teaching pedagogy. When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

LEARNING LABS: VISION & SPECIFICATIONS

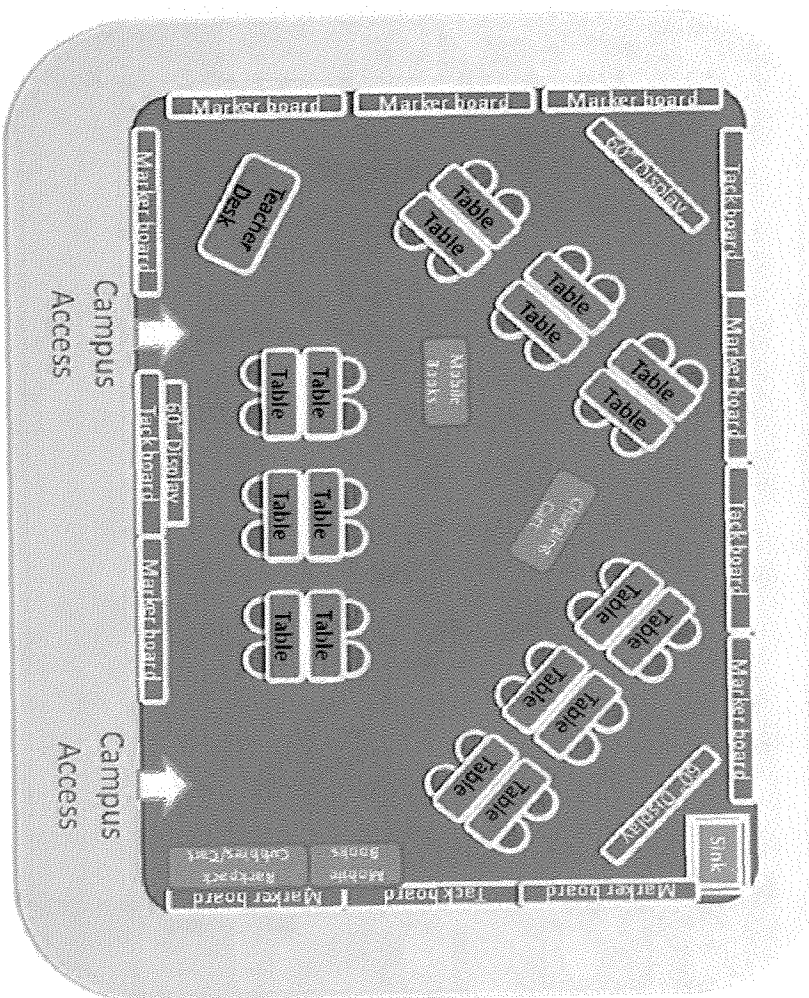
OVERVIEW

Nine (9) “learning labs” in the new classroom wing will be built for classes in core subjects, such as English language arts, math, and social studies, as well as classes relating to the school’s academic strand focus of visual and performing arts that do not require the specialized interior or equipment of a performing arts lab. These learning labs, each 960 sq. ft. in size, may be considered the 21st century equivalent to general-purpose classrooms.

VISION FOR THE LEARNING LABS

When you enter the Learning Lab in grades 6-8, you see students working in groups of 4 or 5 engaged around a specific content area: math, social studies or language arts. It is noisy with the sounds of students collaborating, interacting and learning. Some students are working at tables with some sitting and others standing at the white board drawing a diagram to explain their solution to their peer group. Other students are using an electronic device to help solve the problem they have been given to solve. This particular class is a math class. The students are working in groups trying to solve a math problem based upon the real life situation that requires a math solution. The teacher walks around the room answering questions related to the problem the groups are trying to solve. At times, the teacher directs students to find the answers on their mobile device. As the teacher interacts with the students, he realizes that two groups of students have forgotten a formula presented to the class the previous day. Understanding of this formula is necessary to help solve the math problem. He commands the attention of both groups and projects the information

needed to clarify the concept on the monitor that is nearest to their group. A third group of students asks the teacher to come and review their solution that they have diagrammed on the white board. The solution works so the students take a picture of it with their mobile device and save it to their work file. Another group of students are projecting their work from their devices onto the Wi-Fi monitor near their work group so that all students in the group can interact with the information.



Fifteen minutes before the end of class, the teacher asks all of the students to save their work in the cloud file designed for the student in this class. The students then turn their attention to the teacher in the front of the room. He projects a web site from his mobile device onto the monitors in the classroom and introduces them to the new algorithm they will be learning tomorrow. The students are encouraged to ask questions of the teacher and of their table groups.



The teacher asks for feedback from each group regarding the work they have completed for the day. Each group sends their response via their mobile device. The graph related to the students' feedback is displayed on the monitor for all to see. The teacher uses this information as a beginning place to begin instruction on the following day. The students leave when the bell rings and go to their next class.

The classroom is designed to foster creativity, investigation and inquiry as well as collaboration. It is designed for maximum flexibility and makes the students feel welcome and comfortable.

In the classroom, there are four multi-use carts to store student work items and learning materials. At least one of the multiuse carts has the capability to recharge the 1:1 devices. There are two movable bookshelves to store student work and learning supplies. There are cabinets, but they are reduced in number compared to a traditional classroom. The need for supplies has been reduced by the use of the mobile devices which store textbooks and other books the students need as well as provide internet access for research. There are hardbound books and other learning manipulates in the classroom but they too are reduced in number.

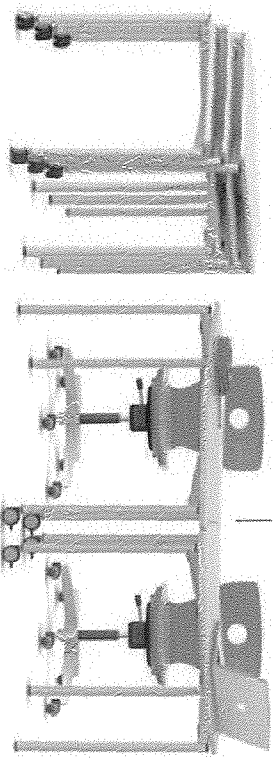
The teacher has a desk off to the side or at the back of the classroom. There is one two drawer filing cabinet and a laptop computer for the teacher.

SPECIFICATIONS OF REQUIRED ELEMENTS

Learning Labs must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees. **All estimates and budgets must include the cost of furniture, fixtures and equipment.**

FURNITURE AND FIXTURES REQUIRED

Tables and seating: Tables are 2 feet by 4 feet and arranged into a configuration of eight "pods," each providing 4 or 5 seats. Tables are stackable and provided at a size appropriate for sixth through eighth grade students. Both the tables and chairs have casters that can be locked to provide for easy movement and flexibility. Tables and seating accommodate 36 students, per District loading standards.



Tackboards: There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical

wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

Marker board (whiteboard): Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. They may also be used to limit light instead of blinds to limit light into the Learning Lab as necessary. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.

Sinks: Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of sixth through eighth grade students.

Window Coverings: Walls with windowed surfaces may be covered by marker boards and/or tackboards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

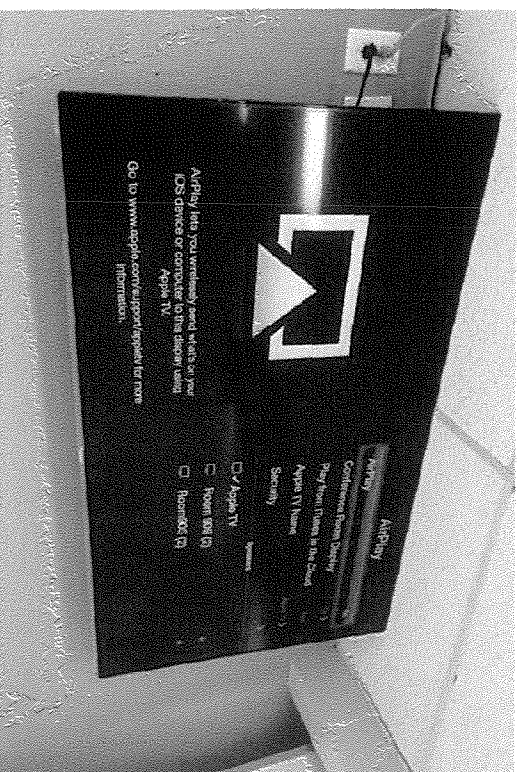
Platforms, shelves, and cabinetry: Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions. A limited supply of casework is required within the classroom for storage of “everyday” use manipulatives and supplies. Cabinetry underneath and around the classroom sink is appropriate. Four multise carts need to be provided to store books and learning materials with one having the capability to recharge 1:1 devices.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare

on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED

Flat screen display: Three flat screen displays measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-F accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors.



The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an

approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the display. The instructor is able to do this from one control or from a handheld device. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device – to be used for alternate devices that generate a video or audio source

Voice Amplification System: A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Front Row System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room.

Student computing devices: The District's Technology Program will equip students with a mobile device (e.g. mini-tablet) to be used within this high-tech Learning Lab environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

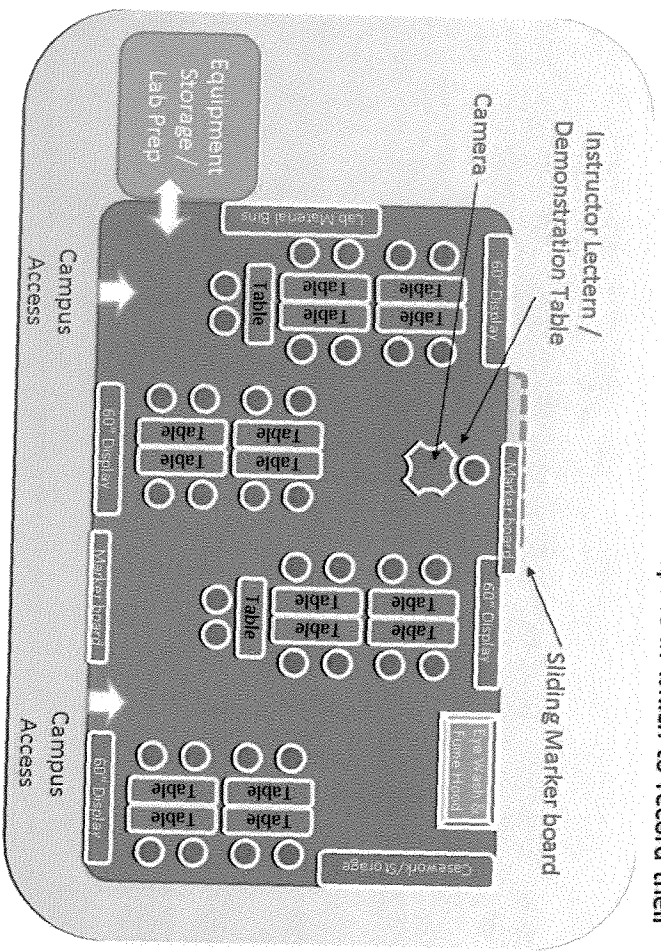
SCIENCE LABS: VISION & SPECIFICATIONS

OVERVIEW

The Oxnard School District has adopted a Facilities Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. This document is provided as a supplement to the selection package and conveys the programming requirements and vision for design of science labs for pupils in grades 6-8.

VISION FOR THE SCIENCE LABS

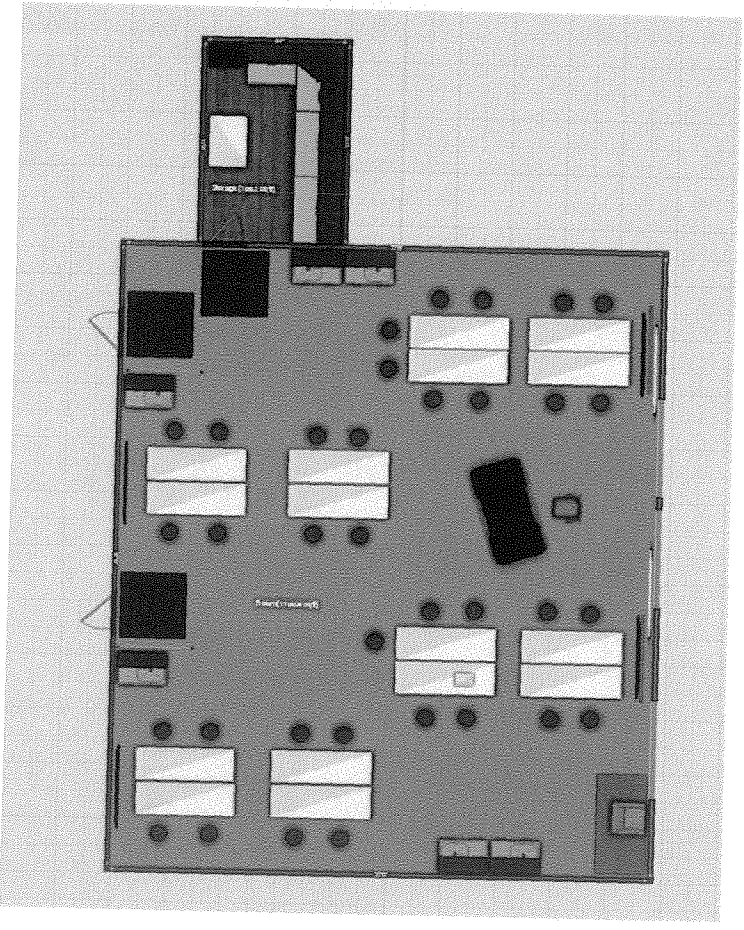
As you enter the science lab, you notice students actively engaged in the learning of science. They have space to observe and investigate, both physically as well as digitally. Students have space in which to record their



observations and investigations into the wonders of science. Most often, they work in groups of 4 to 6 students. Sometimes, when a lesson is being introduced by the teacher, the students are watching a large flat screen display that is mounted on the wall near their group. The displays all show a live image from the instructor's table, where, for example, the instructor is pointing out the equipment that will be used in an upcoming lab activity.

In this particular lesson, the instructor wants to point out a particular detail on one of the flasks to demonstrate how students will make measurements in the experiment. With a remote control the instructor adjusts the camera to zoom in on this detail. All students are deeply engaged at their nearest monitor.

At other times, all of the groups are working on different science curriculum. Some students in a group will be looking up information on their hand held device; other students will be assembling a lab experiment or a

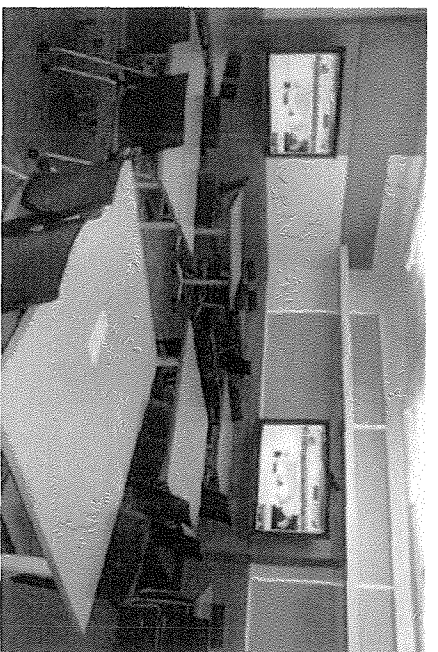


model. The students will be projecting onto the monitor near their work group information, pictures or videos they have found on the internet to support their research or curriculum they are learning. At other times, they watch as the teacher projects onto the monitor information necessary for the curriculum they are studying.

Storage cabinets have been reduced in quantity as compared to a traditional classroom; there is less need for textbook and curriculum material storage now that much of this material is

digitized on student laptops and tablets.

There is a storage room for the equipment, supplies and chemicals needed for classroom instruction (e.g. acids, flammables, and corrosives used in chemistry or microscopes and slides used in biology). Some casework is provided for storing items that cannot otherwise be kept in the adjacent lab prep workroom. Marker boards are available on most walls, and where windows occupy greater than 20% of the vertical wall space, a floor-to-ceiling marker board installed on a track may be "rolled" in front of the window to provide additional instructional space as well as temporary obstruction of natural light when digital projectors are in use or light sensitive experiments are taking place.



As the instructor wraps up this demonstration, she activates a switch so that

each of the large displays mounted above work tables are now showing an enlarged image that duplicates what is seen on the iPad she is holding. The students watch as the instructor taps her device to enter in a website address, then demonstrates how students can do so themselves to enter feedback. Using this student feedback website, she asks students to answer various questions about the organisms they just observed. As the students use their own tablet, netbook, or smart phone (all can be utilized, as the website is platform-neutral) to wirelessly transmit responses to questions, the instructor displays pie or bar charts on the large displays so that the students can see and comment on the percentage of their peers selecting various options.



Specifications approved by the Board of Trustees.

SPECIFICATIONS OF REQUIRED ELEMENTS

Science labs added or reconfigured as part of the Marshall project must, upon completion, be fully furnished and equipped to realize the above vision. Labs must also conform to the Educational

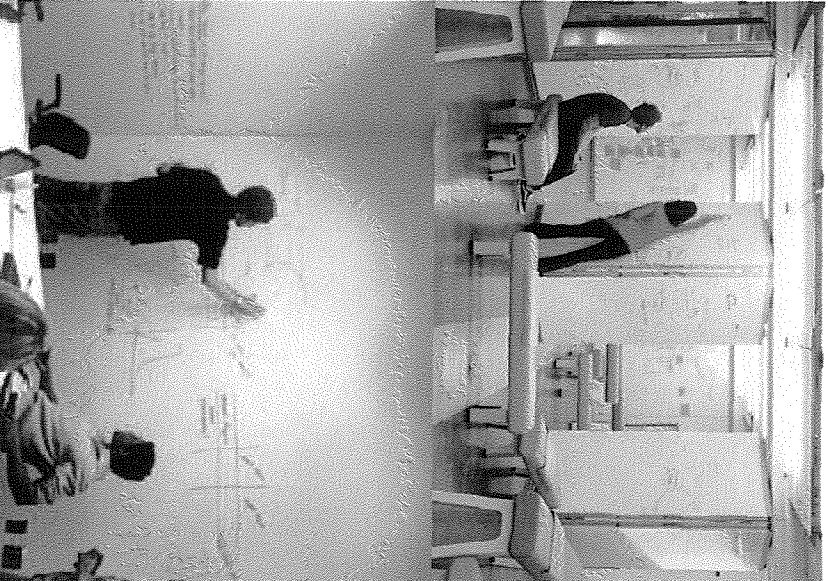
FURNITURE & FIXTURES REQUIRED:

Tables and seating: Tables are 2 feet by 6 feet and may be adjusted in height to accommodate either seated or standing students. Height adjustments must be simple to activate (e.g. using a lever that adjusts pneumatic table legs or turning a crank wheel) and be feasible without the use of tools or other equipment. Seating is stackable or height-adjustable in a similar fashion to the tables, and is either provided as a chair or lab stool.

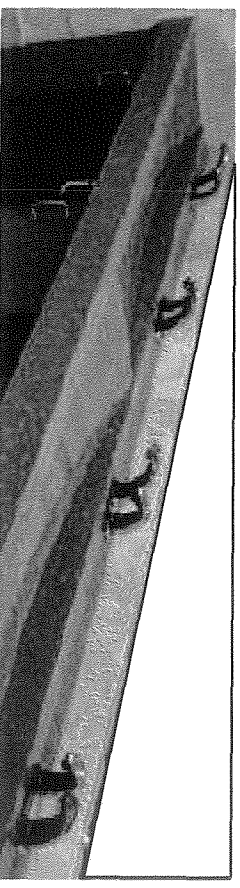
In the neighboring science lab an instructor is wrapping up a demonstration of various microscopic organisms. The instructor places a series of slides under her digital microscope and students instantly see a reproduction of the image on monitors around the room. Students react with excitement as they view these greatly enlarged images of the rapidly moving organisms.

Tables and seating accommodate 36 students, per educational specifications. An adjustable height demonstration table, lectern, and instructor chair is also provided. Each is on wheels and can be utilized in the center or any side of the room.

Marker board (whiteboard): Multiple writable surfaces must be placed on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for group brainstorming and note-taking. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. Walls with windowed surfaces should include marker boards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.



Sinks: Water supply will be required on occasion as a component of lab work, as well as drain access for the disposal of safe liquids during lab cleanup. In order to minimize queuing by students, six sinks are recommended. As the use of sinks is incidental to typical daily use of the science classroom, their placement should be subservient to other classroom elements. This will allow their function to be utilized when necessary, but prevent them from otherwise being “in the way” when other flexible arrangements are desired. The design team should explore water source options that may consolidate multiple faucets into a single long and narrow “trough” arrangement. For example, a long and narrow arrangement along a wall would provide multiple points of access to water and drainage in order to reduce waiting, while limiting the total lineal footage of wall space dedicated to this use. Casework above the sink should be eliminated in favor of a water-resistant backsplash that may be covered by a marker board that utilizes a mounted track to slide into position in this area when needed.



Platforms, shelves, and cabinetry: Casework, whether below a counter top or wall mounted as a storage cabinet, obstructs the ability of students or instructors to use wall surfaces for writing. Therefore, any storage area must be minimized and consolidated to allow a maximum amount of unencumbered wall space. An appropriate solution would provide cabinet storage underneath sinks as well as limited open shelving above sinks.

Lab safety fixtures: Standard fixtures should be provided (e.g. fume hood, eye wash station) within a design that does not compromise other desired elements.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

Flat screen displays: A minimum of four displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in WiFi equipment or an attached accessory device that provides WiFi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. Displays should be mounted on reliable adjustable arms that provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Digital camera: Cameras shall be provided that allow the instructor to generate a live video feed of their demonstration area so that students can more clearly observe lab activities. One camera should not be mounted in a permanent location (e.g. the ceiling). Instead, the location of this camera should change as the location of the demonstration area changes. Another camera should be provided at a fixed point near the fume hood for use when demonstrating lab activities taking place underneath this area.

Digital microscope: A digital microscope should be provided (either handheld or table-top) to allow for magnification of objects used in science activities. The microscope should feature an interface that plugs in to an input source when needed, but can be otherwise removed and stored when not required.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the displays around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a PowerPoint slideshow or demonstrate an iPad app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device (e.g. connection of a digital microscope as described above, or alternate devices that generate a video or audio source)

Voice Amplification System: A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Red Cat System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room. It is acceptable for these speakers to be the same that are built into the flat screen displays, though this is not a requirement. In such a case, audio from voice amplification would need to coexist with any audio produced by the currently selected input source.

Student computing devices: The District's Technology Program will equip students with a mobile device (e.g. tablet or laptop) to be used within this high-tech classroom environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUPPORT SPACE REQUIRED:

Lab Storage Area: Educational Specifications state that a total of 200 square feet of lab storage space is to be provided for every two 1200 square foot science labs. This ratio does NOT require that work room space have shared access from multiple classrooms. Efforts to design the work room space in a manner that compromises a classroom interior design consistent with the above vision are highly discouraged.

A single classroom attached to a 100 square foot lab prep room is an acceptable solution. In such an example, the rectangular space would contain a long wall that provides lockable cabinetry (e.g. for chemical storage) below a counter top as well as open shelving running the length of that wall above the counter top. As much open shelving as possible should be provided. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. To the extent possible given this open space requirement, shelf space should be provided from floor to ceiling on up to two additional walls. A fourth wall shall remain clear to allow for entry and egress by the instructor and rolling carts.

PERFORMING ARTS LAB: VISION & SPECIFICATIONS

OVERVIEW

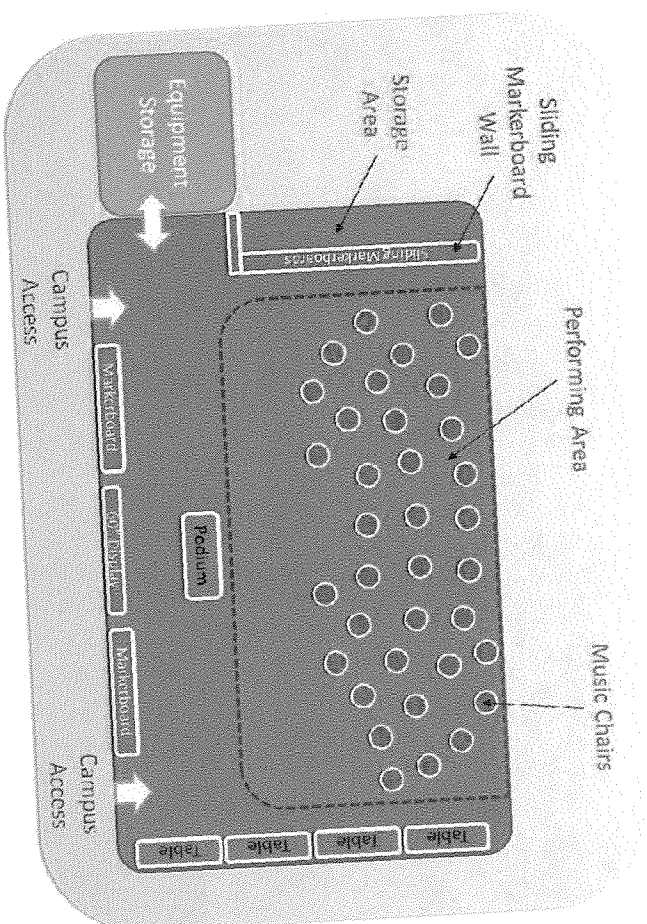
A single performing arts lab will be built in the new classroom wing to house classes from sixth to eighth grades in computer-assisted design and the digital media arts (e.g., illustration, typesetting, graphic design, coding, app design, etc.). The lab will be a key element to Marshall Elementary's conversion into a K-8 school with an academic pathway in the arts.

VISION FOR THE PERFORMING ARTS LAB

The performing arts lab will be designed specifically for use as a drama room and band/choir room in Grades 6 to 8 as a direct extension of Marshall Elementary's existing K-5 academic strand in the visual and performing arts. The room will have acoustical panels and other features appropriate for instructing students in music and drama. Along one wall, floor-to-ceiling sliding markerboards will be installed, alongside access to a 200-sq. ft. storage room for chairs, music stands, instruments, props, costumes, and other equipment.

The performing arts lab will be designed for arts instruction only—it will not serve as a performance venue and will not require the installation of extensive stage equipment or lighting. However, the room will be equipped with speakers and microphones for the use of musical instruction, and, similar to the other rooms in the new classroom wing, an HDTV monitor will be mounted to the wall. Two or three flip-up tables and mobile storage cabinets will be provided in the room for various uses, along with a teacher's desk. Otherwise, the room will be generally free of other kinds of

furniture to create an open and uncluttered space suitable for the performing arts.



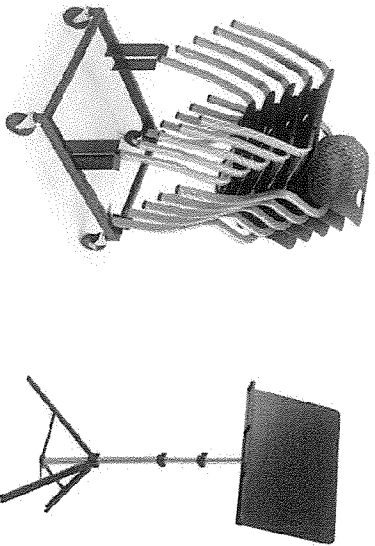
SPECIFICATIONS OF REQUIRED ELEMENTS

The new classroom wing must be furnished and equipped to realize the vision for the different kinds of learning spaces contained within and conform to the Educational Specifications approved by the Board of Trustees. Specifications are described below to assist firms in developing proposals that are responsive to the needs of the project. Specified elements are required in the room as noted below.

FURNITURE AND FIXTURES REQUIRED

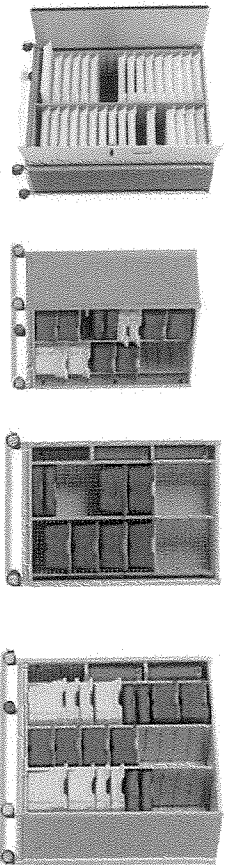
Music Chairs and Stands: Thirty-six (36) lightweight, foldable chairs designed for music instruction will be provided in this room, along with 36

music stands. The teacher will be provided with a maneuverable desk and lectern and height-adjustable swivel chair, just as in the digital arts lab.



Examples of stackable music chairs and stands for illustration purposes only; actual products selected for the project may vary.

Storage Carts and Cabinets: Instead of built-in casework (except where noted in the vision section of this document), all rooms will use mobile storage carts and cabinets to meet any classroom storage needs.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

Markerboards: Markerboards must be installed on one wall, preferably at floor-to-ceiling height to allow students and teachers greater use of the wall. Design solutions that provide the ability to slide markerboards to the side in order to reveal tackboard panels beneath are highly encouraged.

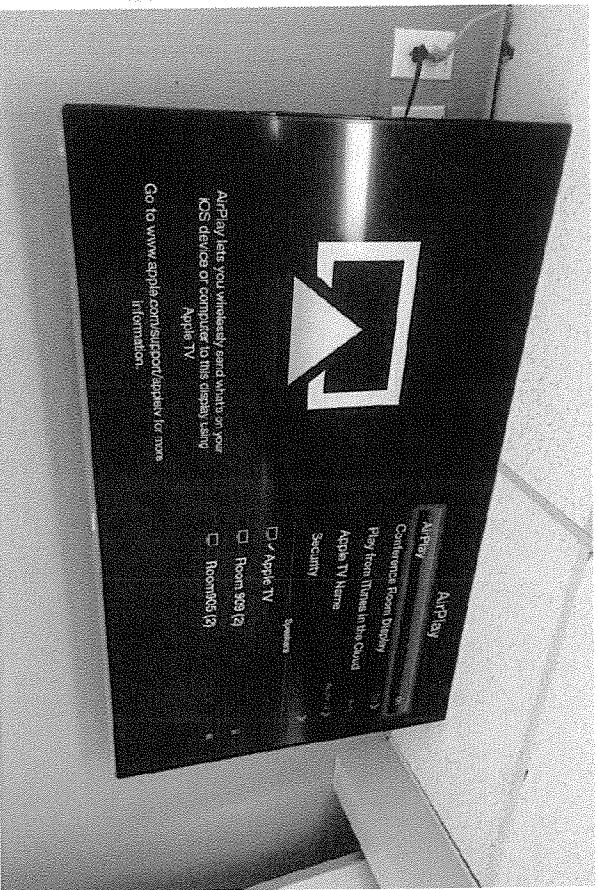
Walls with window openings may include markerboards that can slide on a track and cover the windows when additional writing surface is needed or the room needs to be darkened.

Acoustical Panels: Affixed to the walls or suspended from the ceiling, as appropriate, sound-baffling acoustical panels will be required to reduce reverberation in the room and optimize the quality of voice and musical performances.

Utility Sink: A utility sink will be required in the performing arts lab to serve various utility purposes, including the care and maintenance of musical instruments, drama class props, and cleanup of supplies in the maker's room. A single large sink station with a small amount of counter space and built-in storage adjacent to it will be appropriate in each lab.

EQUIPMENT REQUIRED

HDTV Displays: At least four HDTV displays measuring 60 inches or more diagonally are required to support the vision for the learning environments in the 12-classroom wing. Each HDTV must be Wi-Fi capable and have three or more HDMI (High Definition Multimedia Interface) inputs in order to integrate with the HDMI matrix switcher. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors.



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

Displays should be mounted on adjustable bracket that provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

HDMI Matrix Switcher: A switching mechanism shall be provided that allows the instructor to control the video or audio feeds to each display around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include the instructor's laptop, a DVD player, etc.

A/V Device Mount: A mountable solution shall be provided for attaching auxiliary audio-visual devices to the rear of the flat screen display or to a section of nearby wall, in order to reduce reliance on furniture or fixed cabinetry.

Storage Room: A storage room for musical instruments, music stands and chairs, props, and other equipment will be required for the performing arts lab. A sink station and adjacent counter space will be required in this room for use by students maintaining their instruments or cleaning up after class.

RESPONSE to
REQUEST for ARCHITECTURAL SERVICES for
MARSHALL NEW CLASSROOM BUILDING



OXNARD SCHOOL DISTRICT

July 17, 2015

CSDA | DESIGN
GROUP

July 17, 2015

Mr. Yuri Calderon, Chief Operating Officer
Caldwell Flores Winters, Inc.
ycalderon@cfwinc.com

RE: Response to Request for Architectural Services for Marshall New Classroom Building

Dear Mr. Calderon,

We truly believe in Oxnard School District's mission and vision of "Empowering All Children to Achieve Excellence." As an architecture firm that has been dedicated to K-8 planning and design for more than 63 years, CSDA will provide a team with a true commitment to creating exceptional and imaginative learning spaces. We see the Marshall New Classroom Building as a wonderful opportunity to collaborate with the District to design a safe, healthy and supportive 21st century learning environment that will contribute to the ongoing pursuit of excellence for the District.

Our conceptual understanding of the project is that it will include a performing arts lab (and storage), two science labs (and storage), nine learning labs and other support spaces, as well as additional siting requirements and parking. To meet the design needs of the project, our team will focus on the following priorities: cost (adhering to the approved budget), schedule (meeting an aggressive design schedule), aesthetic appearance (tying in the new building's look and feel with the existing fabric of the campus), 21st century design principles, flexibility, and achieving DSA approval in a timely manner.

CSDA has experience with all three design methods as presented in the RFP - custom design, reuse of existing plans and modular structures. Each of these methods has their own benefits, but to best meet the specific needs of this project, our team is proposing a new custom design. With the designated design schedule of 12 months, a custom-built classroom building can meet your program identically, while providing the best solution to meeting the aesthetic appearance criteria set forth in the RFP. In addition, a custom design approach will also allow for the greatest amount of flexibility for future adaptation/reuse, while still adhering to the budget. We feel that other design options would require the District to sacrifice some of the key program elements.

Based on our experience with the lease-leaseback delivery method for other school districts, our recommendation is to move forward with a team approach and bring the contractor on board from the start. In the past we have partnered with many contractors, including Del Amo Construction. We have recently completed four similar classroom building projects (STEM Pods) using the lease-leaseback method with Del Amo for Vaughn Next Century Learning Center, while meeting the client's aesthetic criteria, tight/aggressive schedule and budget.

In regards to design fees, inclusive of all architectural design services to satisfy DSA approval and ongoing services required during the project, we estimate that this project can be completed for a \$482,000 architectural/engineering fee. This is all-inclusive of design services as requested in the RFP. The provided budget is adequate to meet the overall parameters of this project. For more details, please see Section 7 of this proposal and reference the Excel spreadsheet we have provided.

We look forward to the possibility of being selected as your architect for the Marshall New Classroom Building project, and we look forward to having the opportunity to further discuss our design concepts during the interview phase of the selection process. Please feel free to contact me at (310) 301-4775 or at jfuller@csdadesigngroup.com.

Sincerely,
CSDA Design Group



Jeffery M. Fuller, AIA, LEED® AP
President

1. Similar Projects

Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

CSDA has completed several projects similar in size, scope and function to the proposed Marshall New Classroom Building in the last five years. Below is a matrix which summarizes the key characteristics of each:

| Date | Project Name | Design Type | Client | Cost | Size |
|-------|--|---|--|--------------|-----------|
| *2018 | Olive Vista Middle School New Gymnasium & Multi-Purpose Building | New Custom Design on an Existing Campus | Los Angeles Unified School District | \$18,254,487 | 28,539 SF |
| *2017 | Victor Valley High School Administration Building | New Custom Design on an Existing Campus | Victor Valley Union High School District | \$15,000,000 | 32,365 SF |
| *2017 | Hook Jr. High School New Facilities | New Custom Design on an Existing Campus | Victor Valley Union High School District | \$7,000,000 | 30,357 SF |
| 2015 | Global Green Generation Academy STEM Learning Pods (See page 3) | New Custom Design | Vaughn Next Century Learning Center | \$4,032,565 | 17,500 SF |
| 2015 | Pandaland Center STEM Learning Pods (See page 3) | New Custom Design | Vaughn Next Century Learning Center | \$3,696,977 | 15,500 SF |
| 2015 | V.I.S.A. High School STEM Learning Pods (See page 3) | New Custom Design | Vaughn Next Century Learning Center | \$3,374,205 | 14,000 SF |
| 2015 | Vaughn Community Center for STEM Support (See page 3) | New Custom Design | Vaughn Next Century Learning Center | \$2,696,251 | 9,000 SF |
| 2014 | East Palo Alto Academy Campus Expansion (See page 4) | Re-Use of DSA Approved Design | Sequoia Union High School District | \$9,800,000 | 20,000 SF |
| 2012 | Global Green Generation Academy | New Custom Design | Vaughn Next Century Learning Center | \$15,320,785 | 70,000 SF |
| 2012 | ELA Star Hilda L. Solis Learning Academy & Gymnasium | New Custom Design on an Existing Site | Los Angeles Unified School District | \$5,876,203 | 85,500 SF |
| 2012 | Pacoima Enrichment Academy (See page 5) | Modular Structure | Pacoima Charter School | \$3,718,218 | 17,633 SF |
| 2012 | Tyrrell Elementary School | New Custom Design | Hayward Unified School District | \$26,296,000 | 68,600 SF |
| 2010 | San Pedro High School New Gymnasium | New Custom Design on an Existing Campus | Los Angeles Unified School District | \$11,149,662 | 20,975 SF |

*estimated project completion date

CSDA has recent similar experience in each of the design methods being considered for the Marshall New Classroom Building. A summary of each method is provided on the following pages.

STEM LEARNING PODS & COMMUNITY CENTER
Vaughn Next Century Learning Center
PACOIMA, CA



GLOBAL GREEN GENERATION ACADEMY STEM LEARNING PODS

EXAMPLE OF A NEW CUSTOM DESIGN OPTION

DATES

Design 7/2013 - 6/2014
 Construction 7/2014 - 8/2015

BUILDING SIZE(S)

Varies 9,000 - 17,500 SF

STEM LEARNING PODS

13 Pods @ approx. 3,000 SF each

MULTI-PURPOSE ROOM

2,400 SF

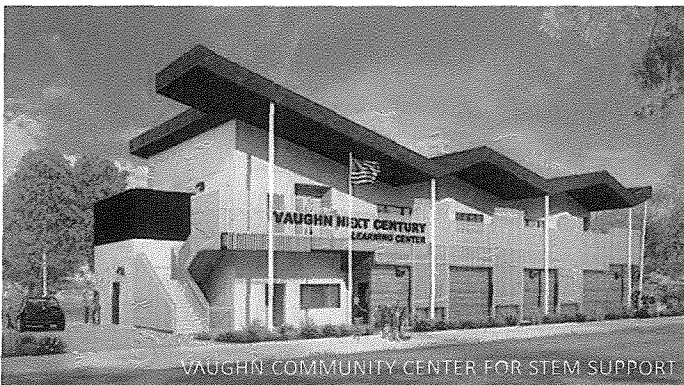
TOTAL COST

\$13.8M

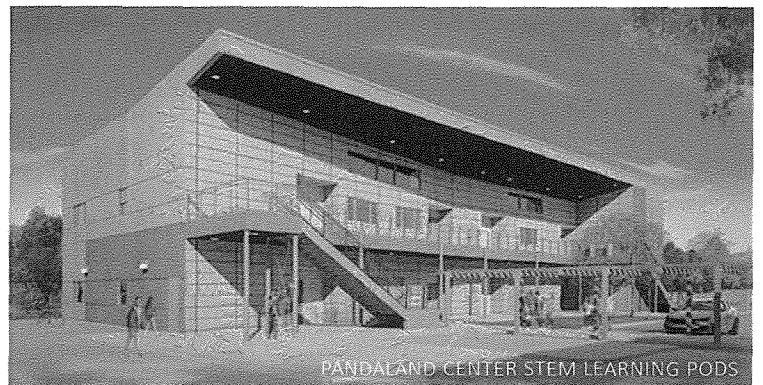
CSDA is providing architectural services for four new STEM Learning Pod buildings on four separate sites (Del Sur St., Filmore St., Daventry Pl., and Eustace St.) with one new multi-purpose room at the existing V.I.S.A. High School. These buildings are a part of the Vaughn Next Century Learning Center charter school campus in Pacoima, California.

All four projects will be based on the pod concept and design of the Global Green Generation Academy (G3). Although the G3 School pod design will be used as a basis for design, the pods will vary in size and shape from site to site, due to the differing physical constraints of the individual sites. Each building varies from approximately 9,000 to 17,500 total SF and although separated, these new buildings will provide a physical connection to the existing campus. Additionally, CSDA's design will provide as much green space, shade and additional parking as each site will allow.

The learning pods are large open spaces that house multiple classrooms or can be utilized as one large group learning space. These larger learning spaces facilitate the STEM (Science, Technology, Engineering, & Math) curriculum taught, by providing as much flexibility as possible and state-of-the-art technology. In an effort to deliver the most energy-efficient buildings possible, CSDA designed these learning pods using California High Performance School (CHPS) guidelines and standards.



VAUGHN COMMUNITY CENTER FOR STEM SUPPORT



PANDALAND CENTER STEM LEARNING PODS

**EAST PALO ALTO ACADEMY
CHARTER HIGH SCHOOL
CAMPUS EXPANSION**
Sequoia Union High School
District
EAST PALO ALTO, CA

EXAMPLE OF THE RE-USE OF
EXISTING DSA APPROVED PLANS



DATES

Design 8/2013 - 11/2013
Construction 1/2014 - 8/2014

CSDA provided architectural services for the expansion of a 280-student, Stanford University affiliated, charter high school within the Sequoia Union High School District. The project was delivered from start of design to substantial completion in less than 12 months and was completed on time and on budget.

BUILDING SIZE

20,000 SF

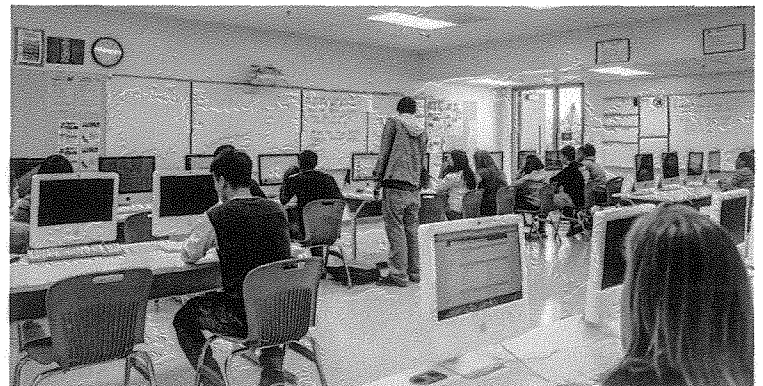
The site features a new 20,000 SF two-story, high-performance modular classroom building that was designed to exceed Title 24 energy savings standards by 40 percent and deliver a 100-year service life for the shell and structure. The building includes nine standard classrooms, a computer lab, a full chemistry lab with fume hoods, and a chemical storage room with an observation window for experiments that might require separation of the students from the reaction/event.

COST

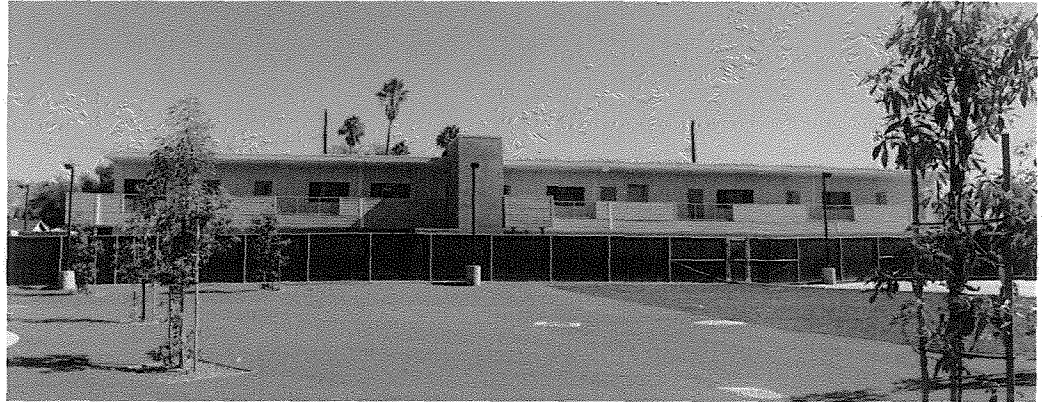
\$9,000,000

Additional renovations to the site include .88 acres of landscape improvements which utilize bio-filtration plants to treat 100 percent of stormwater onsite prior to draining to the bay. Also included were a staff parking lot, new basketball and volleyball courts, and a new courtyard.

The site, which is composed of fill over bay mud, required extensive ground improvements to prevent liquefaction. An incremental approval process with the San Diego Office of DSA allowed the team to expedite both hazardous soil remediation and ground densification operations while the balance of work was still in the design and approval phases.



**PACOIMA ENRICHMENT
ACADEMY
Pacoima Charter School
PACOIMA, CA**



EXAMPLE OF A MODULAR
STRUCTURE

DATES
Design 7/2010 - 10/2010
Construction 1/2011 - 1/2012

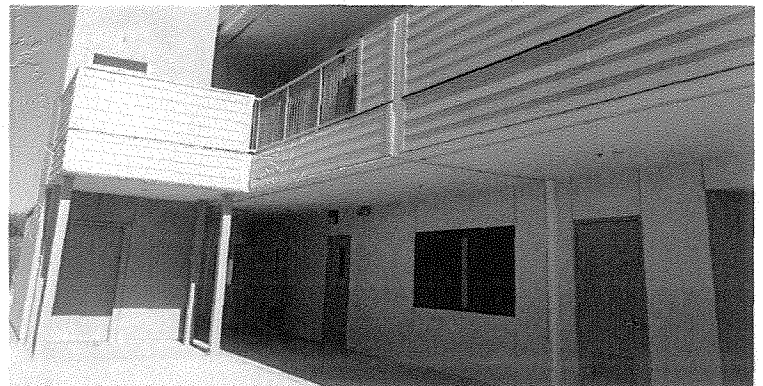
In 2012, CSDA completed site work and construction administration of a new 17,633 SF **two-story modular** kindergarten building for Pacoima Charter School in Pacoima, CA. The first floor consists of four classrooms, restrooms, an administration suite with nursing station and offices, as well as a lunchroom with food preparation area. The second floor consists of six classrooms, restrooms, a teacher resource room, and storage area.

BUILDING SIZE
17,633 SF

COST
\$3,750,000

Our scope of work included design coordination between the site and building, and coordination with the school administration and City of San Fernando regarding logistics and placement of a new fire lane and pick-up/drop-off area. Since the new school would be located adjacent to the Global Green Generation Academy (G3), which was also designed by CSDA, we determined that the best option for the fire lane would be a joint-use area located on the G3 site. The new fire lane allowed for a safe area for student pick-up/drop-off as well as a connection point between G3 and the Pacoima Enrichment Academy.

Other specific design considerations were a custom-designed, covered lunch shelter as well as coordination and site work for the playground shade structures.



2. Design Concepts

Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.

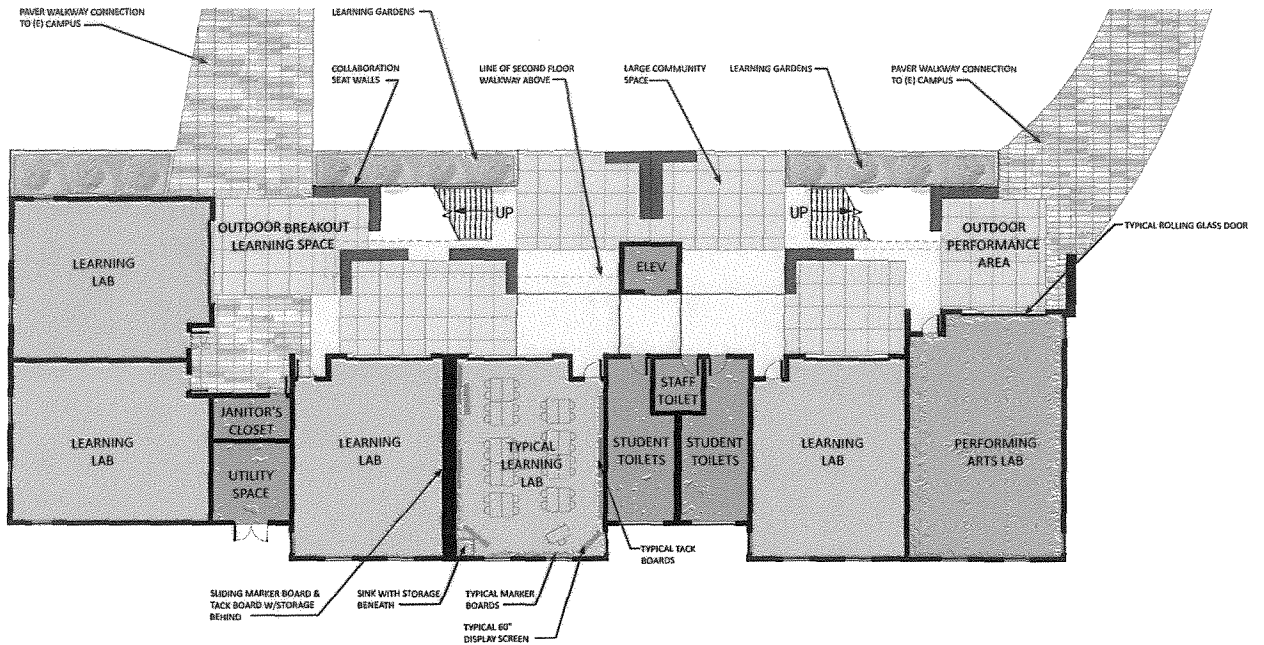
Below is a matrix created to show the benefits of each design delivery option. Each characteristic was ranked on a scale of 1-10 as it relates to the following project types: new custom designed plans, re-use of existing DSA approved design, and modular structures. Based on the results of our evaluation, CSDA recommends that the Marshall New Classroom Building be a new custom designed building. The results of CSDA’s evaluation are shown below.

| | New Custom Designed Plans | Re-Use of Existing DSA Approved Design | Modular Structures |
|----------------------------------|---------------------------|--|--------------------|
| Overall Cost of Design | 7 | 7 | 9 |
| Overall Cost of Construction | 8 | 8 | 6 |
| Design Schedule | 7 | 8 | 9 |
| Construction Schedule | 7 | 7 | 9 |
| Campus Aesthetic Compatibility | 10 | 7 | 4 |
| Program Flexibility | 10 | 8 | 5 |
| 21st Century Learning Components | 10 | 8 | 6 |
| Building Site Adaptation | 10 | 7 | 5 |
| DSA Approval Time | 5 | 7 | 9 |
| Overall Customization | 10 | 7 | 5 |
| Total Score | 84 | 74 | 67 |

Note: Scoring is based on a scale of 1-10 with 1 being the least desirable and 10 being the most favorable.

Design Concept

On the following page, we have included samples of our proposed design concept (1st Floor Plan and rendering) for the Marshall New Classroom Building. A full set of CSDA’s proposed concept documents can be found in Appendix A at the end of this proposal package. After reviewing the site restrictions and opportunities, we propose to locate the building in the grass field area along Thurgood Marshall Drive as opposed to placing it at the location shown in the RFP. We propose this location due to conflicts with the existing fire lane, but also to take advantage of increased safety for the students during construction. Moving the construction zone activity away from student occupied areas will also allow for the minimization of construction phasing. The building design takes advantage of Oxnard’s temperate climate by providing natural daylighting and ventilation to the classrooms by way of rolling glass doors that open to an exterior walkway. This design also provides exterior break-out learning spaces and a strong connection to the existing campus via courtyards and walkways. The walkways serve as a “pedestrian link” to the existing campus and are highlighted by colored pavement and accented entryways. Our design also proposes moving the required new parking spaces to the existing main parking lot. We propose reconfiguring the existing parking lot and adjacent areas to accommodate the required 20 new parking spaces, which will maintain vehicular traffic within one designated area and away from the campus proper.



FLOOR PLAN - 1ST FLOOR

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



ARCHITECTURAL RENDERING 1

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



3. Recommendations

Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.

After reviewing the RFP documents and design guidelines, our recommendations to improve the functionality and effectiveness of the new classroom building design are as follows:

Building Location

We believe that the proposed new classroom building location in the RFP is in conflict with the existing fire lane as well as the existing play structure and adjacent shade area. We have proposed a new location in the grass field along Thurgood Marshall Drive, that will better accommodate the program and create a strong connection with the existing fabric of the campus. This alternate building location allows for isolation of construction activity from student occupied areas and provides contractor access to the construction zone. This location allows for uninterrupted use of the play and shade structures throughout the year, while maintaining the integrity of the existing fire lane.

Building Footprint

CSDA is proposing a rectilinear design (as opposed to the footprint suggested in the RFP) along the east/west axis with an exterior walkway that allows for natural daylighting and ventilation as well as a visual connection to the existing campus. The design utilizes overhead rolling glass doors that provide for flexible teaching opportunities and access to the exterior courtyard.

Parking Location

We feel that consolidating all the parking into one area is beneficial as it removes vehicle activity from the campus proper. By analyzing the existing surface parking lot along Thurgood Marshall Drive, we will be able to accommodate the required 20 additional parking spaces through the redesign of the existing layout and adjacent areas. This redesign will allow for the opportunity to explore xeriscaping or drought tolerant vegetation.

Vision & Specifications

After reviewing the Marshall New Classroom Building Vision & Specifications package, we have developed comments and recommendations that we believe will improve the functionality and effectiveness of the new educational spaces.

Acoustics

Acoustics is a major component in the design of educational spaces. Concerns normally do not appear until the space is constructed and being used daily. Planning for acoustical design and treatments of an open, collaborative learning space is an extremely important part of the initial room layout and space planning. Our in-house acousticians work with the design team to develop acoustical criteria (for sound isolation, room acoustics and background noise) that are appropriate for the project's budget and functional requirements. Acoustical design strategies will be based on these criteria. **We will work with our in-house acousticians to assure that spaces are comfortable for learning and provide functional flexibility.**

Daylighting

We will provide daylighting to all educational spaces by designing windows and rolling glass doors that supply learning environments with ample natural light while reinforcing a connection to the exterior. Careful consideration will be given to building orientation, roof overhangs, wing walls, window sun shades (exterior) and glazing films. Proposed rolling glass doors will play an integral role in creating break-out space opportunities, such as providing generous access to small, protected courtyards outside of the classrooms. Room darkening will also be accommodated to allow for room use flexibility through the use of window coverings (interior and black-out curtains).

Storage

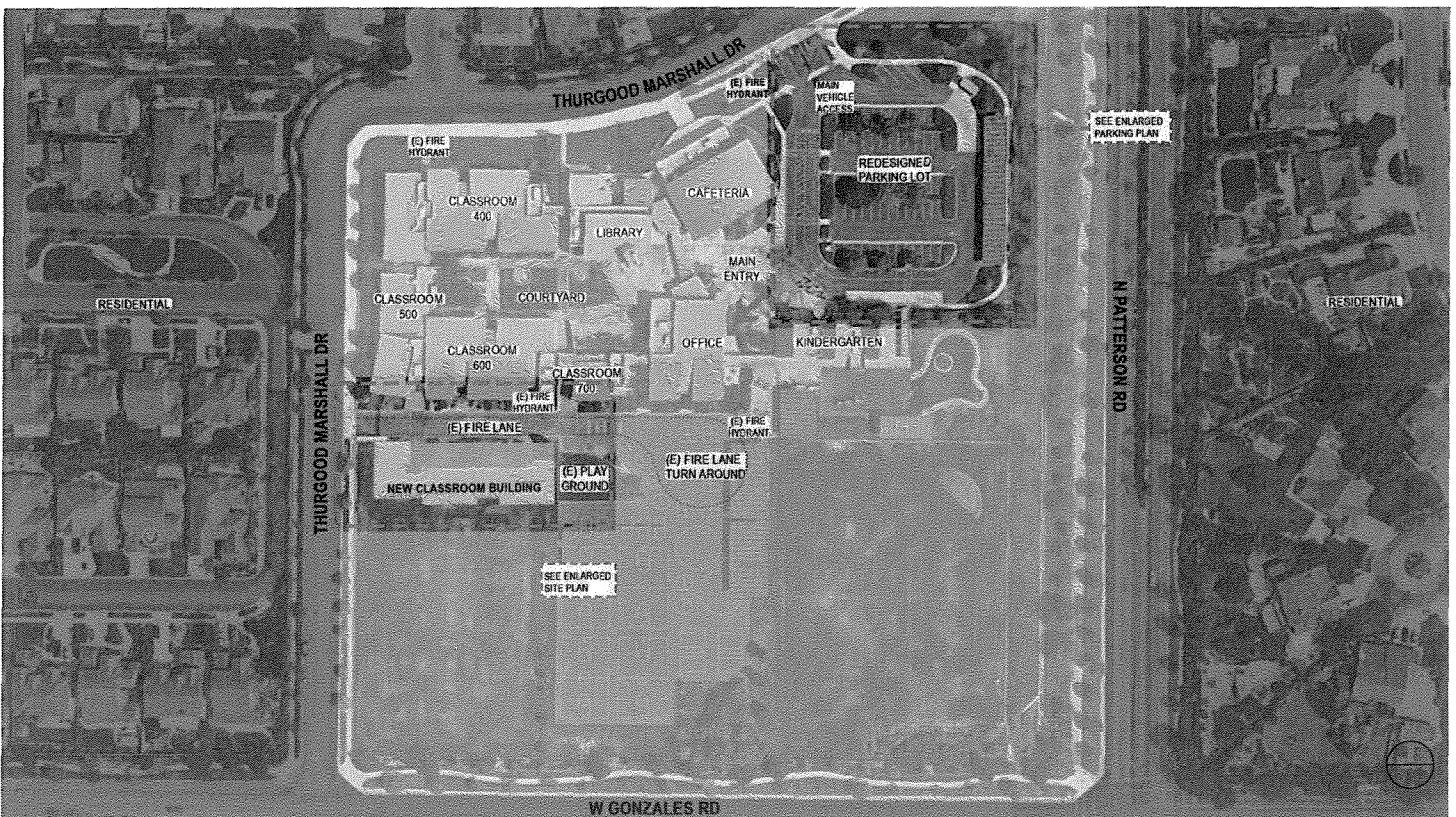
Current learning methodologies are moving towards technology-based learning tools. While the need for storage of textbooks and supplies has diminished, the need for storage within classrooms will always be there. We will work hard to minimize storage, as stated in the District’s Vision & Specifications package. However, we will look to identify opportunities for hidden storage areas such as behind marker and pin-up boards, within flexible furnishings, and under work surfaces.

Lighting

Artificial lighting is a centerpiece of all design and requires careful planning and execution. We have found through past experience that a mixture of direct and indirect lighting provides for the most pleasant learning environments (reduction of glare and minimization of eye strain). By including multiple switching arrangements and zoning within each space, flexible learning arrangements and energy savings can be realized.

Program Development & Verification

By utilizing the Oxnard School District’s Vision and Specifications as a basis for the design, CSDA and the District can work to develop a thorough and effective program to meet the school’s immediate needs (housing grades 6-8) and long-term needs (providing a K-8 education program on the Marshall campus). We propose a series of stakeholder meetings (facilitated by CSDA) to identify the needs of the current curriculum as well as the incorporation of 21st century learning components.



MARSHALL NEW CLASSROOM BUILDING
OXNARD SCHOOL DISTRICT



4. Proposed Timelines

Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.

Listed below are strategies that CSDA recommends to help meet or accelerate the proposed timelines of the project.

Early Contractor Involvement

Bringing the contractor onto the team during the initial design phases will allow for reliable input regarding constructability, quality, durability, budget and schedule. Vetting this input early in the design process can eliminate late-phase design changes, which will save the District time and money.

District Buy-In/Sign-Off Concurrent with Design

Including the District as a key design team partner will allow for the timely approval of design and budget items. Finalizing design decisions and reconciling the budget at the completion of each design phase (Schematic Design, Design Development, and Construction Documents) assures that all the project basics (program, budget, and schedule) are sound and reliable from the beginning of design through the completion of design.

Proven Design That Is Easily Constructed

CSDA has custom designed several two-story classroom buildings, similar to the proposed Marshall New Classroom Building. For your project we would propose similar structural, mechanical, electrical, plumbing, communications, fire protection and building skin systems to those we have already designed. We feel this would allow the design process to move quickly and smoothly, as it would incorporate proven systems and construction techniques.

Expedited DSA Approval

Meeting with DSA early and often has proven to be a most effective way of reducing review and approval time. CSDA would discuss your project with DSA representatives during each of the design phases. During our early meetings (Schematic Design and Design Development) we would ask DSA to commit to a tentative submittal and review schedule. This technique has proven helpful to both CSDA and DSA in scheduling the work.

On certain occasions, CSDA has received approval to have plans reviewed in DSA's San Diego office rather than the projects local DSA office. In some cases this has greatly accelerated review times. As an example, CSDA provided architectural services for a new modular gymnasium project for the East Palo Alto Academy Charter High School. The project was headed for a long delay at the local Oakland DSA office. In order to avoid that delay and accelerate the DSA approval, CSDA's project architect contacted the Oakland DSA office to request that the project be transferred for review by DSA San Diego. They agreed and approved the project in half the time.

Project Portal

In cases where design teams are large, or there is a desire on the part of the District to involve multiple stakeholders, CSDA has found that a project portal on the District website is an excellent way to share information, store data, and solicit input. In these cases, the web portal serves as a communication acceleration tool that reduces lost time for stakeholder interaction.

5. Delivery Methods

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.

The lease-leaseback delivery method is reasonably new to the educational facility construction marketplace. CSDA has been actively involved since its inception. Over the last five years, CSDA has completed the design and construction of approximately \$450M worth of educational facilities projects. Various delivery methods and construction dollar amounts are shown below:

| Delivery Method | Dollar Amount |
|---|---------------|
| Lease-Leaseback | \$300M |
| Design-Bid-Build | \$100M |
| Other (Design-Build, Design Assist, Negotiated) | \$35M |

In completing lease-leaseback projects, we have experienced the numerous advantages associated with this delivery method, as compared with either design-bid-build and other delivery methods (design-build, design assist, and negotiated). These advantages include:

Partnering with the Contractor

The lease-leaseback delivery method brings the contractor on board as an important member of the design team early in the design process. This enables the architect to vet design ideas and constructability issues with the contractor during the initial design phases. By doing so, all team members (District, contractor, and architect) are able to share realistic expectations with regards to budget, schedule and quality.

Budget Flexibility

A lease-leaseback agreement binds the contractor to a fixed budget project cost for a fixed scope of work. If changes are required during construction to maintain the agreed upon cost, these changes are made in partnership with the District and the architect. We have found this process to be one of collaboration as opposed to one of conflict as we have experienced in the design-bid-build delivery model.

Schedule Acceleration

The lease-leaseback statute allows the contractor to prepare the final bid for the project while the drawings are being reviewed by DSA. In the design-bid-build model, contractors are not allowed to finalize bids until the construction documents have been approved by DSA. This can be a schedule savings of up to two months.

Shared Vision = Shared Success

CSDA’s experience in design-bid-build has included some excellent contractors that are interested in constructing the best building possible in strict accordance with the construction documents. Unfortunately, for districts, the low-bid environment does not always yield these excellent contractors. Our experience has been that oftentimes, low-bid contractors need to find change-order opportunities to achieve their profit goals.

These low-bid pressures are greatly reduced in the lease-leaseback model by bringing the contractor on board early in design phases, vetting cost, schedule and quality in advance and allowing the contractor and architect to work together in making change/quality decisions.

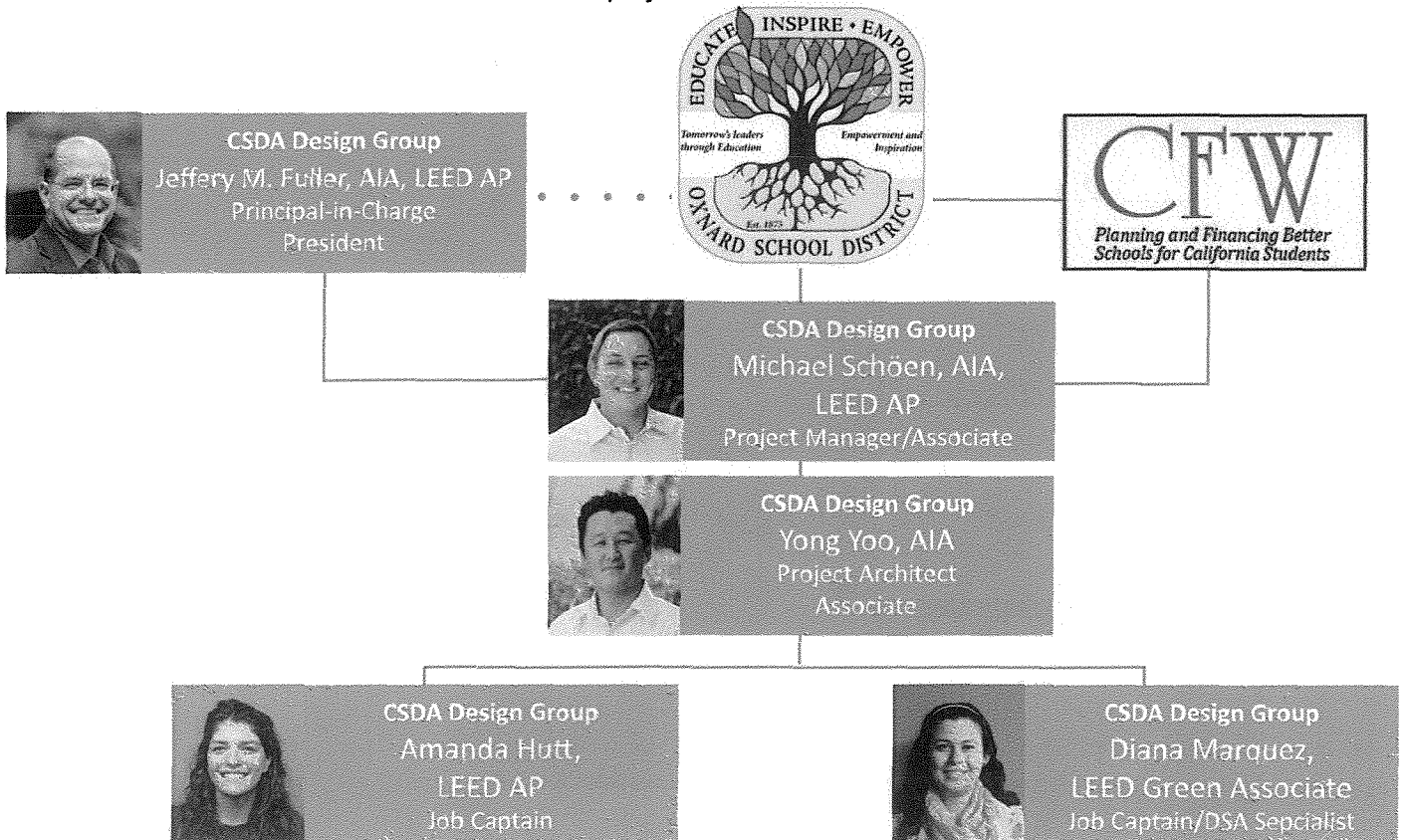


From left: Jeff Fuller, Yong Yoo, and Mike Schöen

6. Roles of Key Personnel

Discuss the role of the Firm’s proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project.

Our proposed assigned senior personnel – Jeff Fuller, Mike Schöen, and Yong Yoo – have worked together on 18 Southern California education projects. In addition, Jeff and Mike have completed 34 projects together. Our team will be dedicated to the Oxnard School District for the duration of the project.



Jeffery M. Fuller, AIA, LEED® AP, Principal-in-Charge

Born and raised in upstate New York, Jeff received a Bachelor of Architecture (B. Arch Degree) from Syracuse University. Jeff has more than 25 years in the industry. As Principal-in-Charge, Jeff will oversee the District's projects to assure timely completion and overall client satisfaction. Jeff will serve as an active member of CSDA's team. His in-depth knowledge of building code compliance requirements is integral to the successful completion of projects on schedule. Jeff assures clients' satisfaction through frequent communication and by providing the staff needed to complete projects on time and within budget. Jeff is licensed in the State of California.

Jeff's level of participation: 10%

Michael R. Schöen, AIA, LEED® AP, Project Manager

Born and raised in Orange County, Mike received his Masters of Architecture (M. Arch Degree) from SCI-Arc in Los Angeles and is a fifth generation Californian. Mike has more than 18 years of professional experience in designing new construction and modernization projects for K-12 schools. Mike's certification as a Project Management Professional with the Project Management Institute makes him well suited for management of the Oxnard School District's projects. Mike has designed modernizations and new construction for 48 K-12 schools over the past 10 years. Mike understands the close connection between the quality of an educational environment and a positive educational experience. Mike is licensed in the State of California.

Mike's level of participation: 50%

Yong Yoo, AIA, Project Architect

Yong received his Bachelor of Architecture (B. Arch Degree) from Cal Poly Pomona and is licensed in the State of California. Yong will manage the project design team and any sub-consultants, lead project staff, and produce deliverables. He has 18 years of education experience relevant to Oxnard School District's projects. Yong's portfolio over the past 10 years alone has been comprised of various project types, including 38 modernization and new construction projects for multiple public school districts. He is a service-oriented professional committed to delivering projects on time and on budget. Yong also has an excellent professional working relationship with DSA.

Yong's level of participation: 75%

Amanda Hutt, LEED® AP, Job Captain

Amanda received her Bachelor of Architecture (B. Arch Degree) from University of Southern California. With seven years of experience, she has worked closely with school district representatives, consultants, project inspectors, and special interest groups to ensure that everyone involved in a project is integrated early on in the design process. As Job Captain she is able to provide clients with immediate access for answers or interpretations. She has experience in hand rendering for presentations to better illustrate a project's possibilities.

Amanda's level of participation: 100%

Diana Marquez, LEED® Green Associate, Job Captain/DSA Specialist

Diana received her Bachelor of Arts in Architecture and City and Regional Planning from University of California, Berkeley. She has eight years of experience in architectural design and planning. As your DSA Specialist, Diana will assist with the DSA and Agency coordination. She is capable of gaining project certification and project close out. Her duties have included assisting project architects in all aspects of design and construction for K-12 educational facilities. She has specific experience with retroactive project close-out implementation, wherein she has been successful in investigating elusive documents and tracking down all proper documentation to obtain DSA close-out.

Diana's level of participation: 90%

7. Cost Estimate

Provide a line item conceptual cost estimate for the firm’s proposed design concepts. Total costs should be provided as “all-in” project costs that integrate hard and soft costs.

Based on the design concept proposed by CSDA, Del Amo Construction (CSDA’s lease-leaseback partner for the construction of STEM Learning Pods & Community Center - See page 3) has prepared a unit and unit cost, cost estimate that outlines our understanding of the project details by component. See pages 15-18 for line item breakdown.

“All-In” Project Cost Executive Summary

| | |
|--|--------------------|
| Project Estimated Construction Costs | |
| Estimated Construction Cost | 5,149,310 |
| Contractor Overhead and Profit | 334,705 |
| Insurance & Gross Receipts Tax | 65,364 |
| Construction Contingency | 416,203 |
| Total Estimated Project Construction Costs | \$5,965,583 |
| Project Estimated Soft Costs | |
| Fixtures, Furnishings and Equipment (FF&E) | \$550,000 |
| FF&E Design Fee* | 19,250 |
| Architectural and Engineering Fees* | 462,750 |
| Allowance for Additional Soft Costs | 1,099,975 |
| Total Estimated Project Soft Costs (including “additional soft cost allowance”) | \$2,131,975 |
| Total Estimated “All-In” Project Cost | \$8,097,558 |

*Total all inclusive A/E fee for the project is \$482,000 (FF&E Design Fee of \$19,250 + A/E Fees of \$462,750)

Assumptions:

- 1) “Architectural and Engineering Fees” includes architectural, structural, civil, mechanical, electrical and plumbing services
- 2) Budget for “additional soft costs” is an allowance only. It is anticipated that this allowance is adequate to include costs consistent with industry standards in the following areas:
 - Permit fees
 - Testing and inspection fees
 - Geotechnical services
 - Site survey
 - Landscape architect
 - Design contingency
 - Project contingency

Any reduction in the amount of the allowance spent on “additional soft-costs” will result in a dollar for dollar savings of overall project costs.

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015



| NO. | DESCRIPTION | CONTROL | QTY | UNIT | UNIT COST | EXTENSION | SECTION TOTAL |
|------------------|---|-----------|--------|------|------------|-----------|---------------|
| SITE WORK | | | | | | | |
| 1 | 1.001 Plans & Engineering | NIC | | SF | - | - | \$ - |
| 2 | 1.060 Permits & Fees | NIC | | SF | - | - | - |
| 3 | 1.400 Testing & Inspection | NIC | | SF | - | - | - |
| 4 | 2.015 Protection - Fence | | 12,386 | SF | 0.61 | 7,555 | 23,657 |
| 5 | Barricade | | 12,386 | SF | 1.00 | 12,386 | |
| 6 | Safety Administrator | | 12,386 | SF | 0.30 | 3,716 | |
| 7 | Salvage | NIC | | SF | - | - | - |
| 8 | 2.070 Demo Assist | | 12,386 | SF | 0.08 | 991 | 991 |
| 9 | 2.045 Erosion Control | | 12,386 | SF | 0.07 | 867 | 867 |
| 10 | 2.199 SWPPP | NIC | | SF | - | - | - |
| 11 | 2011 Management Requirements; QSP 3rd Party | NIC | | SF | - | - | - |
| 12 | 2.050 Demolition - Site | | 12,386 | SF | 0.56 | 6,936 | 10,652 |
| 13 | Building | NIC | | SF | - | - | - |
| 14 | Misc. | | 12,386 | SF | 0.30 | 3,716 | |
| 15 | 2.200 Earthwork - Clear & Grub | | 12,386 | SF | 4.50 | 55,737 | 73,077 |
| 16 | Mass Excavation | INCLUDED | | SF | - | - | - |
| 17 | OXR 5'0" | INCLUDED | | SF | - | - | - |
| 18 | OXR 3'0" | INCLUDED | | SF | - | - | - |
| 19 | Import/Export | NIC | | SF | - | - | - |
| 20 | Backfill | NIC | | SF | - | - | - |
| 21 | Fill Planters | INCLUDED | | SF | - | - | - |
| 22 | Spoils Management | | 12,386 | SF | 0.50 | 6,193 | |
| 23 | Finegrade 1 | NIC | | SF | - | - | - |
| 24 | Finegrade 2 | | 12,386 | SF | 0.20 | 2,477 | |
| 25 | Water | | 12,386 | SF | 0.20 | 2,477 | |
| 26 | Survey | | 12,386 | SF | 0.50 | 6,193 | |
| 27 | 7.101 Methane Barrier | NIC | | SF | - | - | - |
| 28 | Vent Piping | NIC | | SF | - | - | - |
| 29 | Aggregate Bedding | NIC | | SF | - | - | - |
| 30 | Active System | NIC | | SF | - | - | - |
| 31 | Alarm System | NIC | | SF | - | - | - |
| 32 | 2.510 A/C Paving | | 5,750 | SF | 1.44 | 8,280 | 110,580 |
| 33 | Striping & Signs | | 5,750 | SF | 0.40 | 2,300 | |
| 34 | ADA Stalls | INCLUDED | | SF | - | - | - |
| 35 | EV Stalls | NIC | | SF | - | - | - |
| | Parking Lot | | 1 | LS | 100,000.00 | 100,000 | |
| 36 | 2.520 Site Concrete | | 5,750 | SF | 7.50 | 43,125 | 46,000 |
| 37 | Sidewalk Patching | | 5,750 | SF | 0.50 | 2,875 | |
| 38 | Curbwork | INCLUDED | | SF | - | - | - |
| 39 | Stairs on Grade | INCLUDED | | SF | - | - | - |
| 40 | Sub Slab for Pavers | NIC | | SF | - | - | - |
| 41 | Site Pavers | NIC | | SF | - | - | - |
| 42 | Grass-Crete | NIC | | SF | - | - | - |
| 43 | Equipment Pad | NIC | | SF | - | - | - |
| 44 | Structural Site Concrete | INCLUDED | | SF | - | - | - |
| 45 | Medium Foundations | INCLUDED | | SF | - | - | - |
| 46 | Gate Track | INCLUDED | | SF | - | - | - |
| 47 | Bollard Foundations | INCLUDED | | SF | - | - | - |
| 48 | Seat Walls | INCLUDED | | SF | - | - | - |
| 49 | PIP Deck | NIC | | SF | - | - | - |
| 50 | 3.355 Rebar | INCLUDED | | SF | - | - | - |
| 51 | 5.800 Expansion Control | NIC | | SF | - | - | - |
| 52 | 2.530 Masonry - Retaining Walls | NIC | | SF | - | - | - |
| 53 | Planters | NIC | | SF | - | - | - |
| 54 | Drill & Dowell | NIC | | SF | - | - | - |
| 55 | Knee Wall | NIC | | SF | - | - | - |
| 56 | Tie Into (E) | NIC | | SF | - | - | - |
| 57 | 5.520 Railing - Wall | INCLUDED | | SF | - | - | - |
| 58 | Guard | INCLUDED | | SF | - | - | - |
| 59 | 2.835 Fence - WI | NIC | | SF | - | - | - |
| 60 | Chain Link | INCLUDED | | SF | - | - | - |
| 61 | Man Gates | INCLUDED | | SF | - | - | - |
| 62 | Auto Gates | INCLUDED | | SF | - | - | - |
| 63 | Gate Operator | NIC | | SF | - | - | - |
| 64 | Offsite Work | ALLOWANCE | | SF | - | - | - |
| 65 | 9.900 Painting | NIC | | SF | - | - | - |
| 66 | 9.200 Plaster | NIC | | SF | - | - | - |
| 67 | 7.100 Waterproofing - Site Walls | NIC | | SF | - | - | - |
| 68 | 2.900 Landscaping & Irrigation | ALLOWANCE | 5,750 | SF | 3.50 | 20,125 | 20,125 |
| 69 | Topsoil | INCLUDED | | SF | - | - | - |
| 70 | 2.700 Site Utilities - Water | | 5,750 | SF | 30.00 | 172,500 | 172,500 |

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015



| NO. | DESCRIPTION | CONTROL QTY | UNIT | UNIT COST | EXTENSION | SECTION TOTAL |
|----------------------|--|-------------|------|-----------|------------|---------------|
| 71 | Fire | INCLUDED | SF | - | - | - |
| 72 | FDC/PIV/BFP/DDC | INCLUDED | SF | - | - | - |
| 73 | Hydrants | NIC | SF | - | - | - |
| 74 | Hot Tap | NIC | SF | - | - | - |
| 75 | Sewer | INCLUDED | SF | - | - | - |
| 76 | Storm Drain | INCLUDED | SF | - | - | - |
| 77 | Storm Drain Retention & Filtration | INCLUDED | SF | - | - | - |
| 78 | Inlets | INCLUDED | SF | - | - | - |
| 79 | French Drain | NIC | SF | - | - | - |
| 80 | Pipe Roof Drains | INCLUDED | SF | - | - | - |
| 81 | Sump Pit/Pump | NIC | SF | - | - | - |
| 82 | Gas | NIC | SF | - | - | - |
| 83 | Elect Service/Vault | INCLUDED | SF | - | - | - |
| 84 | UG of OH Lines | ALLOWANCE | NIC | SF | - | - |
| 85 | Site Lighting | INCLUDED | SF | - | - | - |
| 86 | Low Level Lighting | NIC | SF | - | - | - |
| 87 | EV Stalls | NIC | SF | - | - | - |
| 88 | Misc. Connections | INCLUDED | SF | - | - | - |
| 89 | 2.891 Flag Pole | NIC | SF | - | - | - |
| 90 | Installation | NIC | SF | - | - | - |
| 91 | 1.040 Field Work/Coordination | 5,750 | SF | 0.25 | 1,438 | 1,438 |
| | | | | 37.13 | \$ 459,887 | \$ 459,887 |
| BUILDING WORK | | | | | | |
| 92 | 2.050 Demolition - Building | NIC | SF | - | - | - |
| 93 | Slab Removal | NIC | SF | - | - | - |
| 94 | Misc. | NIC | SF | - | - | - |
| 95 | 3.100 Concrete - Pad Foundations | 6,636 | SF | 30.32 | 201,204 | 234,748 |
| 96 | Continuous Foundations - Med/Large | INCLUDED | SF | - | - | - |
| 97 | Lightweight Topping Slab | 8,386 | SF | 4.00 | 33,544 | |
| 98 | Curbs | INCLUDED | SF | - | - | - |
| 99 | Stairs on Grade | NIC | SF | - | - | - |
| 100 | PIP Deck | NIC | SF | - | - | - |
| 101 | Floor Prep | INCLUDED | SF | - | - | - |
| 102 | Columns | NIC | SF | - | - | - |
| 103 | Deck Infill | INCLUDED | SF | - | - | - |
| 104 | Elevator Pit | INCLUDED | SF | - | - | - |
| 105 | Stair Infill | INCLUDED | SF | - | - | - |
| 106 | Grout Steel | INCLUDED | SF | - | - | - |
| 107 | Rebar | INCLUDED | SF | - | - | - |
| 108 | 3.400 Precast Concrete / GFRC | NIC | SF | - | - | - |
| 109 | 4.100 Masonry | NIC | SF | - | - | - |
| 110 | Pilasters | NIC | SF | - | - | - |
| 111 | Lintels/Bracing | NIC | SF | - | - | - |
| 112 | Layout | NIC | SF | - | - | - |
| 113 | 4.150 Brick/Stone Veneer | NIC | SF | - | - | - |
| 114 | 2.830 Fencing - Chain Link | NIC | SF | - | - | - |
| 115 | Gates | NIC | SF | - | - | - |
| 116 | WI Gates | NIC | SF | - | - | - |
| 117 | 5.100 Structural Steel | 15,022 | SF | 22.65 | 340,248 | 340,248 |
| 118 | Stairs | INCLUDED | SF | - | - | - |
| 119 | Railings - Wall | INCLUDED | SF | - | - | - |
| 120 | Guard Rails | INCLUDED | SF | - | - | - |
| 121 | Operable Partition Support | NIC | SF | - | - | - |
| 122 | Sports Equipment Supports | NIC | SF | - | - | - |
| 123 | Misc. Metals | 15,022 | SF | 1.28 | 19,228 | 19,228 |
| 124 | 5.300 Metal Deck | NIC | SF | - | - | - |
| 125 | Hoist/Clean | NIC | SF | - | - | - |
| 126 | Closure Flashings | NIC | SF | - | - | - |
| 127 | 6.100 Rough Carpentry - Exterior Walls | 15,022 | SF | 35.03 | 526,221 | 548,754 |
| 128 | Interior Walls | INCLUDED | SF | - | - | - |
| 129 | Roof/Floor Trusses | INCLUDED | SF | - | - | - |
| 130 | Roof Framing | INCLUDED | SF | - | - | - |
| 131 | Misc. | 15,022 | SF | 1.50 | 22,533 | |
| 132 | 6.410 Cabinetry - Lowers | 13,272 | SF | 8.87 | 117,723 | 187,723 |
| 133 | Uppers | INCLUDED | SF | - | - | - |
| 134 | Shelving | INCLUDED | SF | - | - | - |
| 135 | Tops | INCLUDED | SF | - | - | - |
| 136 | Benches | NIC | SF | - | - | - |
| 137 | Reception Desk | NIC | SF | - | - | - |
| 138 | Prep Rooms | INCLUDED | SF | - | - | - |
| 139 | Lab Casework | 2 | RMS | 35,000.00 | 70,000 | |

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015



| NO. | DESCRIPTION | CONTROL | QTY | UNIT | UNIT COST | EXTENSION | SECTION TOTAL |
|-----|--|-----------|--------|------|-----------|-----------|---------------|
| 141 | 7.200 Insulation - Wall | | 13,272 | SF | 0.56 | 7,432 | 7,432 |
| 142 | Ceiling/Floor | INCLUDED | | SF | - | - | |
| 143 | Roof - Rigid | INCLUDED | | SF | - | - | |
| 144 | 7.110 Deck Coating | NIC | | SF | - | - | |
| 145 | 7.600 Sheet Metal | | 6,636 | SF | 21.71 | 144,068 | 222,818 |
| 146 | Deck to Wall | INCLUDED | | SF | - | - | |
| 147 | Roof Specialties | INCLUDED | | SF | - | - | |
| 148 | Finials | NIC | | SF | - | - | |
| 149 | Canopy / Awning | NIC | | SF | - | - | |
| 150 | Standing Seam | NIC | | SF | - | - | |
| 151 | Metal Soffit Panels | | 1,750 | SF | 45.00 | 78,750 | |
| 152 | Column Covers | NIC | | SF | - | - | |
| 153 | Louvers | NIC | | SF | - | - | |
| 154 | Equipment Pads | NIC | | SF | - | - | |
| 155 | Skylights / Solatubes | NIC | | SF | - | - | |
| 156 | Equipment Screen | INCLUDED | | SF | - | - | |
| 157 | 7.300 Roofing - Tile / BUR / Single Ply | | 6,636 | SF | 16.12 | 106,972 | 106,972 |
| 158 | Roof - Rigid / Densdeck | INCLUDED | | SF | - | - | |
| 159 | 7.100 Waterproofing - Below Grade | | 6,636 | SF | 2.41 | 15,993 | 19,993 |
| 160 | Pits | | 1 | LS | 4,000.00 | 4,000 | |
| 161 | Concrete Sealer | INCLUDED | | SF | - | - | |
| 162 | Under Tile | INCLUDED | | SF | - | - | |
| 163 | 7.900 Calking & Sealants | | 13,272 | SF | 0.42 | 5,574 | 5,574 |
| 164 | Firestopping | | 13,272 | SF | 0.25 | 3,318 | 3,318 |
| 165 | 7.250 Fireproofing | NIC | | SF | - | - | |
| 166 | 8.330 OH Shutter Doors | NIC | | SF | - | - | |
| 167 | 10.650 Operable Partition | | 4 | EA | 8,500.00 | 34,000 | 34,000 |
| 168 | 8.100 Doors / Frames / HW | | 13,272 | SF | 3.85 | 51,097 | 51,097 |
| 169 | Installation | INCLUDED | | SF | - | - | |
| 170 | 8.810 Glass - Exterior | | 13,272 | SF | 3.26 | 43,267 | 43,267 |
| 171 | Interior | NIC | | SF | - | - | |
| 172 | Curtain Wall | NIC | | SF | - | - | |
| 173 | Mirror Wall | NIC | | SF | - | - | |
| 174 | Solar Film | NIC | | SF | - | - | |
| 175 | Operable Sliders | NIC | | SF | - | - | |
| 176 | Glass Railings | NIC | | SF | - | - | |
| 177 | Rated Wire Glass / HM Frames | NIC | | SF | - | - | |
| 178 | Door Adder | NIC | | SF | - | - | |
| 179 | 8.110 OH Doors - Glass | | 10 | EA | 7,500.00 | 75,000 | 75,000 |
| 180 | 8.305 Access Panels | | 13,272 | SF | 0.13 | 1,725 | 1,725 |
| 181 | 8.300 Won Doors / Fire Film | NIC | | SF | - | - | |
| 182 | 9.100 Drywall - Steel Stud & Drywall Walls | | 13,272 | SF | 10.15 | 134,711 | 147,983 |
| 183 | Plaster Underlayment | INCLUDED | | SF | - | - | |
| 184 | Soffits | INCLUDED | | SF | - | - | |
| 185 | Deduct 2nd Layer Gyp Ceiling | NIC | | SF | - | - | |
| 186 | 1 Hour / Shaft Work | NIC | | SF | - | - | |
| 187 | Misc. | | 13,272 | SF | 1.00 | 13,272 | |
| 188 | 9.200 Plaster Walls | | 13,272 | SF | 14.82 | 196,691 | 196,691 |
| 189 | Ceiling/Soffit | INCLUDED | | SF | - | - | |
| 190 | Fiber Cement Panels | NIC | | SF | - | - | |
| 191 | Foam Shapes | NIC | | SF | - | - | |
| 192 | 9.225 Scrap Bins | | 13,272 | SF | 0.98 | 13,007 | 13,007 |
| 193 | 9.680 Flooring - Marmoleum Tile | | 13,272 | SF | 4.24 | 56,273 | 57,773 |
| 194 | Carpet (\$40/sy Installed - No Spec) | ALLOWANCE | | SF | - | - | |
| 195 | Grind & Polish | NIC | | SF | - | - | |
| 196 | Base | INCLUDED | | SF | - | - | |
| 197 | Rubber Flooring | NIC | | SF | - | - | |
| 198 | Walk Off Mats | INCLUDED | | SF | - | - | |
| 199 | Floor Moisture Testing - ASTM D 4263 | ALLOWANCE | 1 | LS | 1,500.00 | 1,500 | |
| 200 | Floor Moisture Barrier | NIC | | SF | - | - | |
| 201 | 9.550 Wood Flooring | NIC | | SF | - | - | |
| 202 | Gym Art | NIC | | SF | - | - | |
| 203 | 9.310 Ceramic Tile - Floor | | 13,272 | SF | 3.89 | 51,628 | 51,628 |
| 204 | Wall | INCLUDED | | SF | - | - | |
| 205 | Shower Ceiling | NIC | | SF | - | - | |
| 206 | 9.510 Acoustical Ceiling | | 13,272 | SF | 2.50 | 33,180 | 33,180 |
| 207 | 9.530 Acoustical Treatment / Tectum | | 1 | LS | 25,000.00 | 25,000 | 25,000 |
| 208 | 9.540 FRP / Marlite | | 13,272 | SF | 0.03 | 398 | 398 |
| 209 | 9.900 Painting - Drywall | | 13,272 | SF | 5.18 | 68,749 | 76,249 |
| 210 | Ceilings / Soffits | INCLUDED | | SF | - | - | |
| 211 | Plaster | NIC | | SF | - | - | |

MARSHALL NEW CLASSROOM BUILDING
 CONCEPTUAL CONSTRUCTION COST ESTIMATE
 JULY 17, 2015

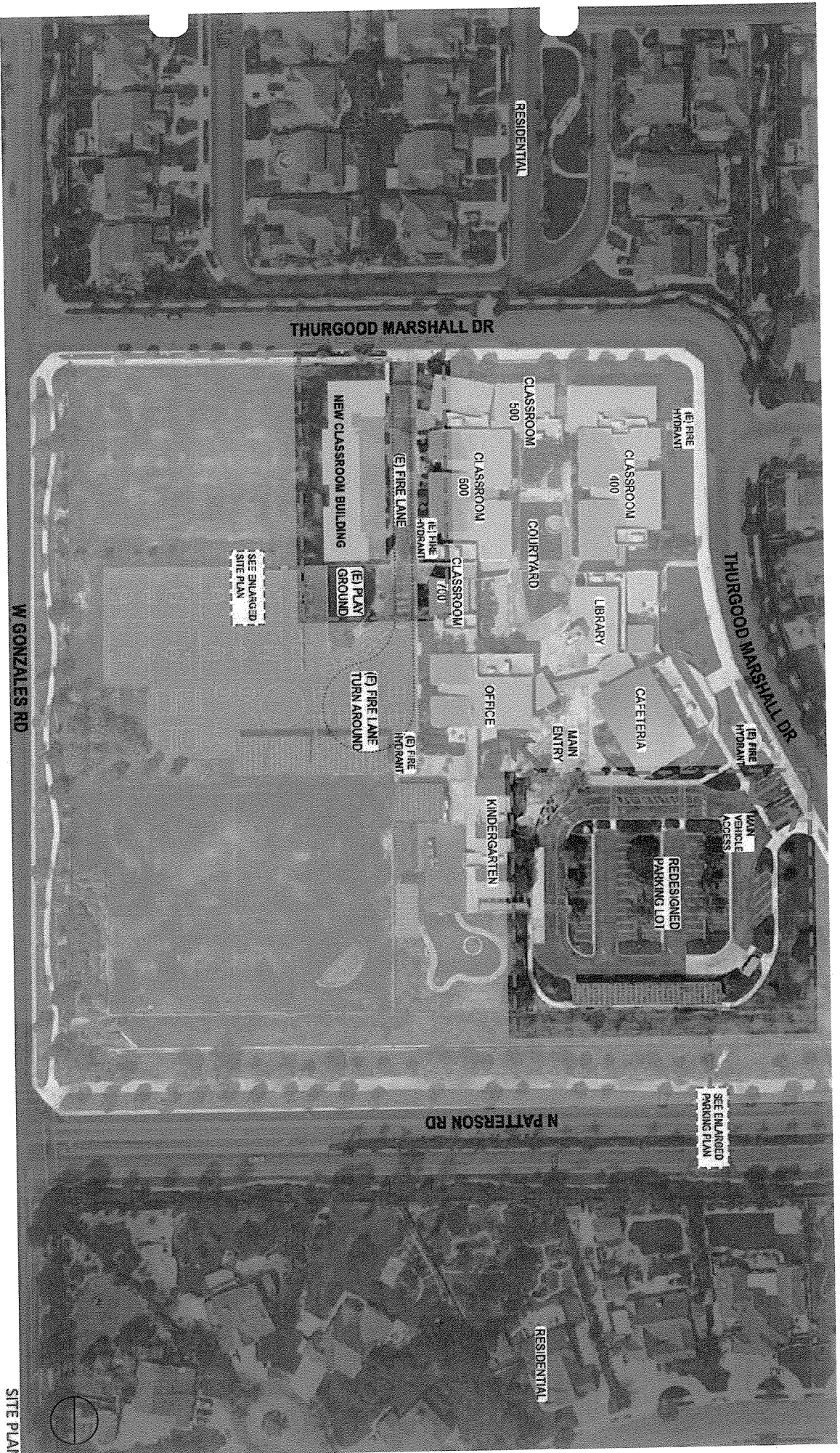


| NO. | DESCRIPTION | CONTROL QTY | UNIT | UNIT COST | EXTENSION | SECTION TOTAL | |
|----------------------------------|--|-------------|-------|-----------|--------------|---------------|---------|
| 213 | Doors | INCLUDED | SF | - | - | - | |
| 214 | WI & Railings | INCLUDED | SF | - | - | - | |
| 215 | Anti-Graffiti | INCLUDED | SF | - | - | - | |
| 216 | Wall Coverings | NIC | SF | - | - | - | |
| 217 | WallTalkers | NIC | SF | - | - | - | |
| 218 | Wall Graphics | NIC | SF | - | - | - | |
| 219 | Misc. | 1 | SF | 7,500.00 | 7,500 | - | |
| 220 | 10.150 Toilet Partitions/Accessories - Large | 13,272 | SF | 1.11 | 14,732 | 14,732 | |
| 221 | Small | NIC | SF | - | - | - | |
| 222 | Showers | NIC | SF | - | - | - | |
| 223 | 11.480 Sports Equipment | NIC | SF | - | - | - | |
| 224 | Scoreboard | NIC | SF | - | - | - | |
| 225 | Bleachers | NIC | SF | - | - | - | |
| 226 | 10.100 White Boards | 12 | RMS | 12,000.00 | 144,000 | 144,000 | |
| 227 | Fabric Covered Tack Boards | INCLUDED | SF | - | - | - | |
| 228 | Projection Screens | INCLUDED | SF | - | - | - | |
| 229 | 11.070 Theatrical Equipment | NIC | SF | - | - | - | |
| 230 | 12.500 Window Treatment | 13,272 | SF | 0.22 | 2,920 | 2,920 | |
| 231 | 10.522 Fire Extinguishers | 13,272 | SF | 0.10 | 1,327 | 1,327 | |
| 232 | 10.400 Directories / Building Signage | 13,272 | SF | 0.61 | 8,096 | 8,096 | |
| 233 | 10.500 Lockers | NIC | SF | - | - | - | |
| 234 | 14.200 Elevator | 2 | STOPS | 48,000.00 | 96,000 | 103,500 | |
| 235 | Code Requirements/Coordination | 1 | LS | 7,500.00 | 7,500 | - | |
| 236 | 15.300 Fire Sprinklers | 15,022 | SF | 5.00 | 75,110 | 75,110 | |
| 237 | 15.500 HVAC | 13,272 | SF | 32.75 | 434,658 | 434,658 | |
| 238 | Duct Supports | INCLUDED | SF | - | - | - | |
| 239 | 15.400 Plumbing | 15,022 | SF | 16.70 | 250,867 | 250,867 | |
| 240 | Expansion Tanks & Circulation Pumps | - | SF | - | - | - | |
| 241 | Seismic Gas Shut-off | INCLUDED | SF | - | - | - | |
| 242 | 16.050 Electrical | 15,022 | SF | 34.50 | 518,259 | 653,457 | |
| 243 | Light Fixture Package | INCLUDED | SF | - | - | - | |
| 244 | Fire Alarm | 15,022 | SF | 4.00 | 60,088 | - | |
| 245 | Area of Refuge Communication System | NIC | SF | - | - | - | |
| 246 | Fire Alarm Conduit | INCLUDED | SF | - | - | - | |
| 247 | Low Voltage Systems | NIC | SF | - | - | - | |
| 248 | Low Voltage Conduit | INCLUDED | SF | - | - | - | |
| 249 | AV System | NIC | SF | - | - | - | |
| 250 | Clock / Bell System | NIC | SF | - | - | - | |
| 251 | TV Studio Wiring Premium | NIC | SF | - | - | - | |
| 252 | Computer Server HUB | NIC | SF | - | - | - | |
| 253 | Misc. Conduits | 15,022 | SF | 5.00 | 75,110 | - | |
| 254 | 2.051 Scaffolding | INCLUDED | SF | - | - | - | |
| 255 | 2.001 General Labor | 11.0 | MOS | 5,500.00 | 60,500 | 60,500 | |
| 256 | 2.002 Misc. Rentals | 11.0 | MOS | 1,500.00 | 16,500 | 16,500 | |
| 257 | 2.003 Small Tools | 11.0 | MOS | 500.00 | 5,500 | 5,500 | |
| 258 | 2.004 Final Clean | 15,022 | SF | 0.40 | 6,009 | 6,009 | |
| 259 | Commissioning | ALLOWANCE | 1 | MOS | 17,500.00 | 17,500 | |
| 260 | 1.010 General Conditions | 11.0 | MOS | 34,780.00 | 382,580 | 382,580 | |
| | | | | | \$ 4,689,423 | \$ 4,689,423 | |
| SUBTOTAL | | | | | \$ 5,149,310 | \$ 5,149,310 | |
| Overhead & Profit | | | | | 6.50% | 334,705 | 334,705 |
| Insurance | | | | | 1.00% | 54,840 | 54,840 |
| Professional Liability Insurance | | | | | 0.00% | - | - |
| Gross Receipts Tax | | | | | 0.19% | 10,524 | 10,524 |
| Bond | | | | | 0.00% | - | - |
| Sub Failure | | | | | ALLOWANCE | 0.00% | - |
| Inflation | | | | | ALLOWANCE | 0.00% | - |
| Plan Coordination | | | | | ALLOWANCE | 0.00% | - |
| Contingency | | | | | 7.50% | 416,203 | 416,203 |
| CONSTRUCTION TOTAL | | | | | \$ 5,965,583 | \$ 5,965,583 | |

Appendix A

This section contains our proposed design concept package utilizing a new custom design delivery for the Marshall New Classroom Building. The package consists of the following documents:

1. Site Plan (includes existing site and proposed Marshall New Classroom Building)
2. Enlarged Site Plan (shows Marshall New Classroom Building)
3. Parking Plan (shows reconfiguration of existing parking to meet new program parking requirements)
4. 1st Floor Plan (includes typical learning lab configuration)
5. 2nd Floor Plan
6. Exterior Elevations
7. Architectural Rendering 1
8. Architectural Rendering 2



MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

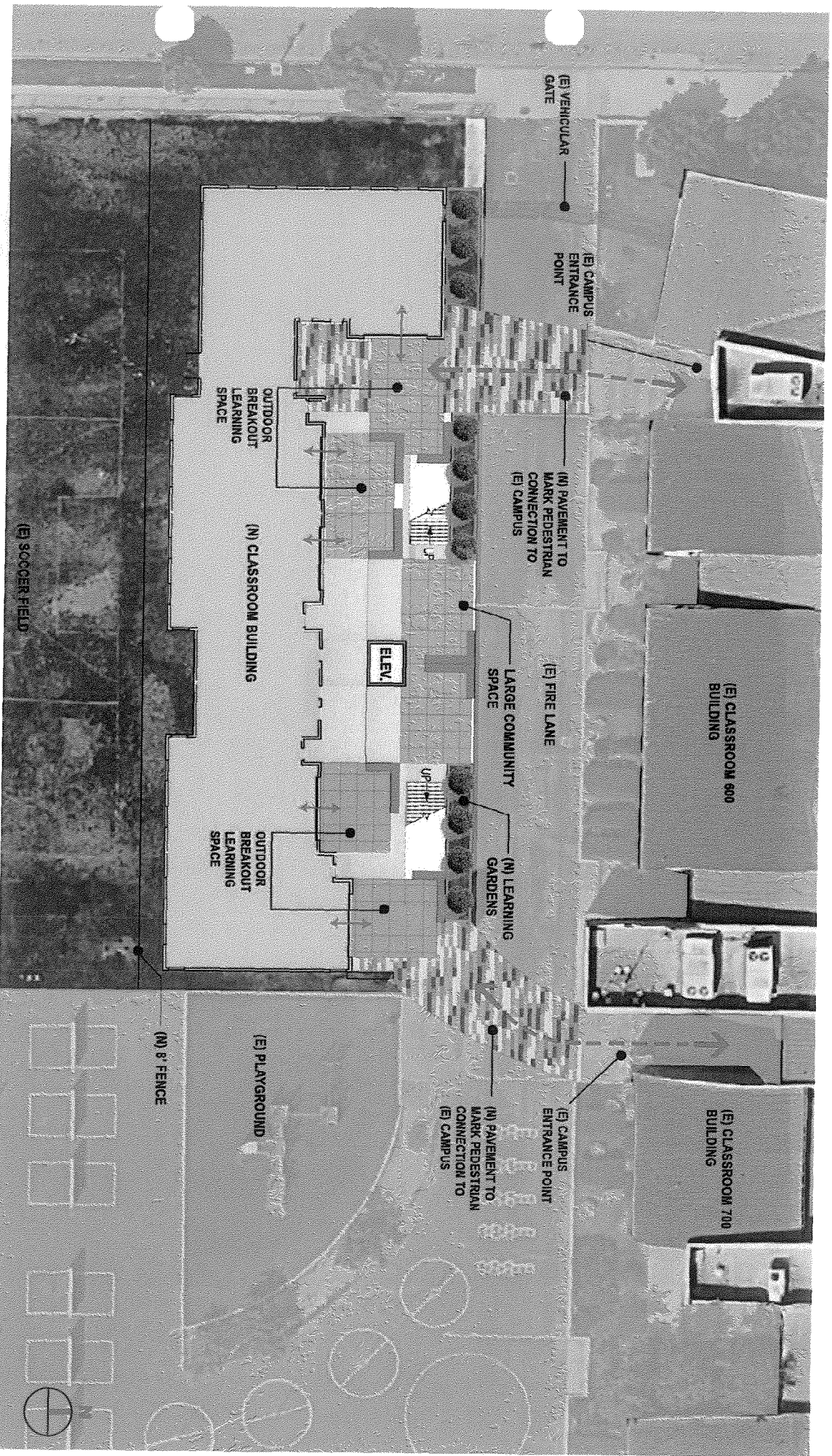


CTW
CONSTRUCTION TECHNOLOGY & WORK

CSDA

DESIGN GROUP

SITE PLAN



MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



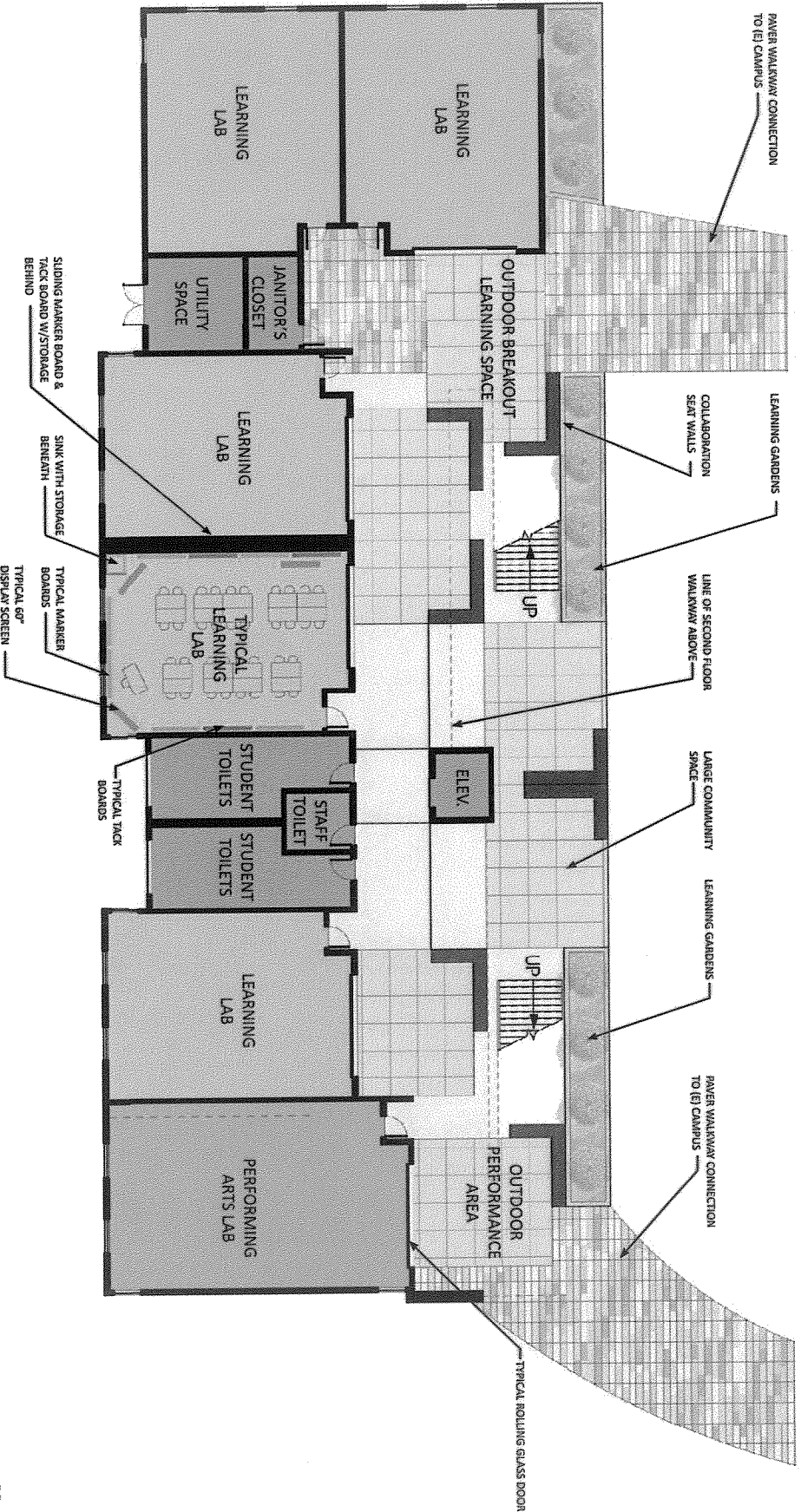
CTFW
CONSULTANTS

CSDA | DESIGN GROUP

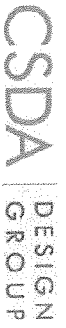
ENLARGED SITE PLAN

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

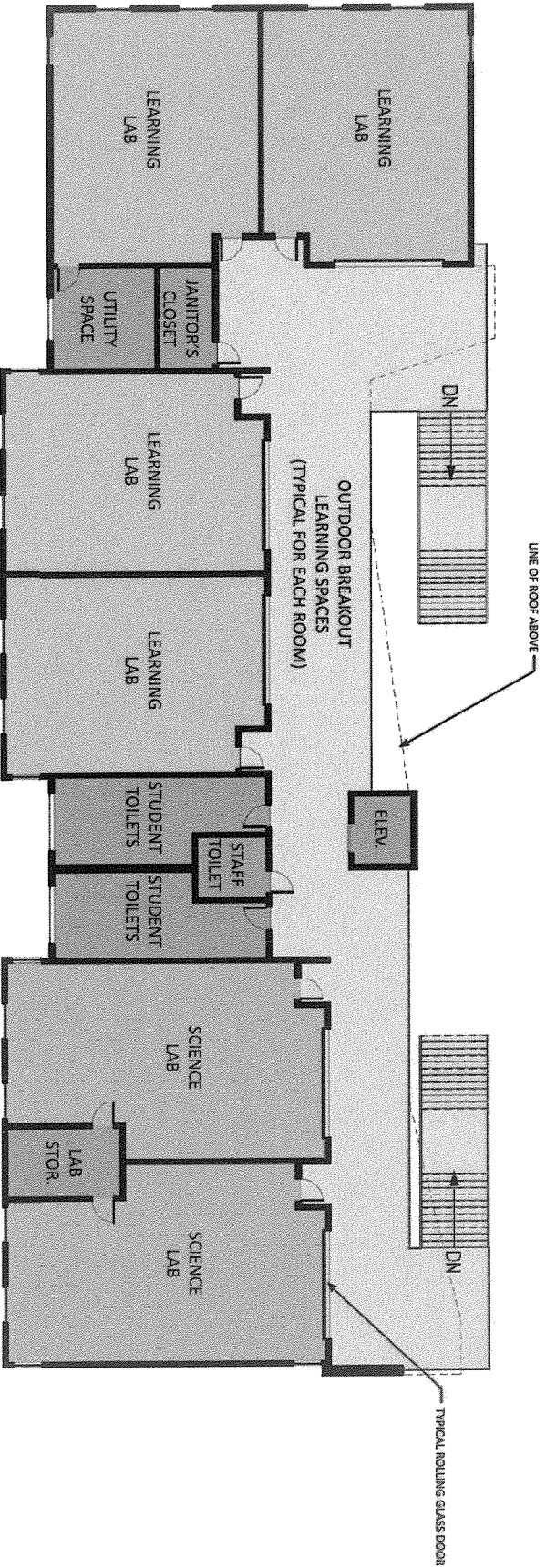


FLOOR PLAN - 1ST FLOOR

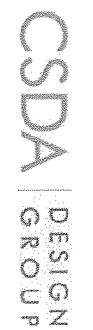


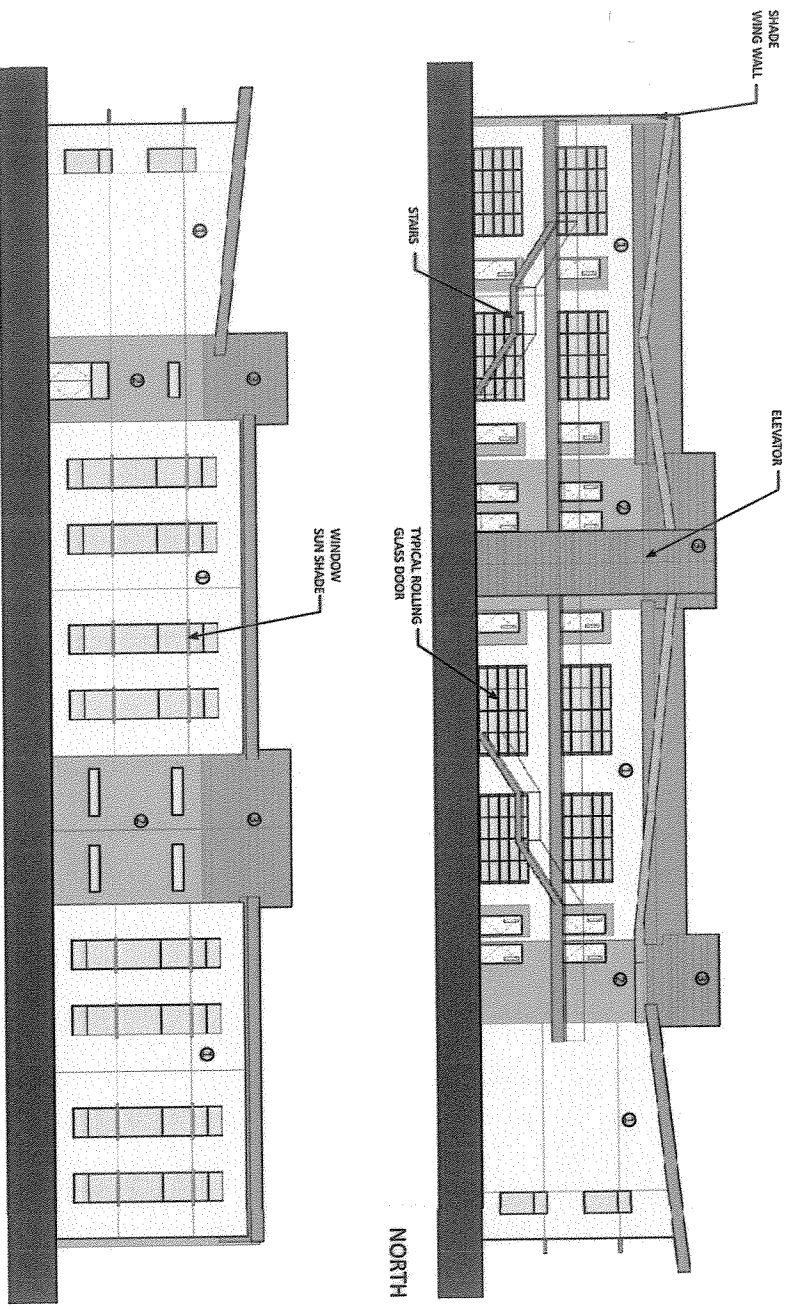
MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

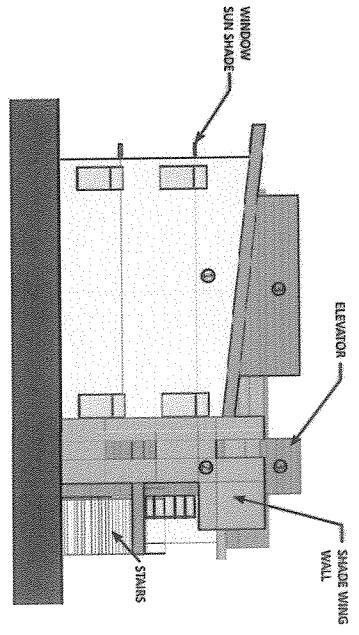
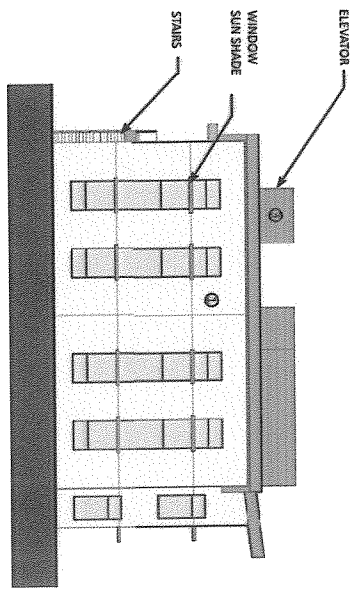


FLOOR PLAN - 2ND FLOOR





- ① CEMENT PLASTER - COLOR 1
- ② CEMENT PLASTER - COLOR 2
- ③ METAL PANEL



MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

EXTERIOR ELEVATIONS



CFW DESIGN GROUP
 CSDA DESIGN GROUP



MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



CTW
CONSULTANTS
TRANSPORTATION
WORKS

CSDA

DESIGN
GROUP

ARCHITECTURAL RENDERING 1



MARSHALL NEW CLASSROOM BUILDING
OXNARD SCHOOL DISTRICT



CSDA | DESIGN GROUP

ARCHITECTURAL RENDERING 2

CSDA | DESIGN
GROUP

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San Francisco
Los Angeles
San Diego
Milwaukee

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/1/19

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

Approval of Field Contract #FC-P19-04376 – Fence Factory (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P19-04376, Remove and Replace Fencing at Haydock School, and Install new Fencing at Chavez School, pursuant to the Uniform Public Construction Cost Accounting Act. Two (2) proposals were received on Tuesday, April 9, 2019.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P19-04376 to the lowest responsible bidder, Fence Factory, in the amount of \$53,010.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$53,010.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P19-04376 to Fence Factory, in the amount of \$53,010.00.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P19-04376, Fence Factory (3 Pages)

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

| |
|--|
| Project No.: FC-P19-04376 |
|--|

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00

THIS CONTRACT is made as of 5/1/19, between **Fence Factory** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Fifty-Three Thousand Ten Dollars (\$53,010.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 4/3/19.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to start 6/24/19 and end 7/12/19****

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

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

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

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

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

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

- | | | |
|---------------------------------------|--|--|
| <u> X </u> Scope of Work | <u> X </u> Subcontractor List | <u> X </u> Performance/Payment Bonds |
| <u> X </u> Specifications | <u> X </u> Certificates/Liability Insurance | <u> X </u> Purchase Order No. <u>P19-04376</u> |
| <u> </u> Drawings | <u> X </u> Certificates/Workers Compensation Insurance | <u> X </u> Proposal dated <u>4/3/19</u> |
| <u> </u> Supplemental Conditions | | <u> X </u> Other <u>PWC-100 DIR Registration</u> |

CONTRACTOR TO FILL IN THE FOLLOWING

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

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

FOR DISTRICT USE ONLY

| | |
|--|--|
| Project Manager <u>Orlando De Leon, Facilities Project Manager</u> | Date _____ |
| Signature _____ | Funding Source <u>Deferred Maintenance Funds</u> |

GENERAL CONDITIONS

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



MATERIAL SALES AND CONTRACTING BRANCHES
1-800-61 FENCE THROUGHOUT THE TRI-COUNTIES

AGOURA DIVISION
29414 Roadside Dr.
Agoura, CA 91301
Ph. (818) 889-2240
Fax (805) 497-3479

GOLETA DIVISION
60 S. Kellogg
Goleta, CA 93117
Ph. (805)965-2817
Fax (805) 967-6328

RENTALS DIVISION
1441 Callens Rd.
Ventura, CA 93003
Ph. (805) 644-4617
Fax (805) 644-0309

X VENTURA DIVISION
1606 Los Angeles Ave.
Saticoy, CA 93004
Ph. (805) 485-8831
Fax (805) 642-1374

SANTA MARIA DIVISION
2709 Santa Maria Way
Santa Maria, CA 93455
Ph. (805) 928-5848
Fax (805) 922-4826

ATASCADERO DIVISION
2650 El Camino Real
Atascadero, CA 93422
Ph. (805) 462-1362
Fax (805) 462-1367

Proposal Submitted: OXNARD SCHOOL DISTRICT Address: 1051 SOUTH "A" STREET
City: OXNARD CA Zip Code: 93030 Phone: (805) 385-1514 EXT. 2414
Job Sites: HAYDOCK AND CHAVEZ SCHOOL Phone: (805) 240-7582
Contact: ORLANDO DE LEON E-mail: odeleon@oxnardsd.org
Contact: JOHN COOPER E-mail: jcooper@oxnardsd.org

1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.

(HAYDOCK SCHOOL)

\$46,073.00

REMOVE AND HAUL AWAY APPROX. 745 LINEAR FEET OF EXISTING CHAINLINK FENCING.
(THE POSTS ARE TO BE CUT OFF AT GROUND LEVEL. NO FOOTINGS ARE REMOVED)
INSTALL APPROX. 745 LINEAR FEET OF 10' HIGH 9 GAUGE GALVANIZED CHAINLINK FENCING AND (1) 10' HIGH X 16' WIDE DOUBLE DRIVE GATE EQUIPPED WITH FRAMED OPENINGS IN ORDER FOR THE DISTRICT TO HANGE A CHAIN AND LOCK.
INSTALL (1) 8' HIGH X 9' WIDE CHAINLINK DOUBLE GATE INTO THE EXISTING FENCING. THIS GATE WILL ALSO INCLUDE AN OVERHEAD TRANSOM AND BRACE RAILS.
THE END AND CORNER POSTS ARE 2 7/8" SCHEDULE 40 GRADE GALVANIZED PIPE.
THE LINE POSTS ARE 2 3/8" O.D. SCHEDULE 40 GRADE GALVANIZED PIPE ALL SET IN 12" X 30" CEMENT FOOTINGS.
THE GATE POSTS ARE 6 5/8" O.D. GALVANIZED PIPE SET IN 12" X 48" CEMENT FOOTINGS.
1 5/8" O.D. STRUCTURAL GRADE GALVANIZED TOP AND MIDDLE RAIL FOR THE 9 GAUGE GALVANIZED BOTTOM TENSION WIRE.

(TEMPORARY FENCE PANELS WILL BE USED DURING CONSTRUCTION TO CLOSE OFF AREA)

(CHAVEZ SCHOOL)

\$6,504.00

INSTALL APPROX. 137 LINEAR FEET OF 6' HIGH 9 GAUGE GALVANIZED CHAINLINK FENCING AND (1) 6' HIGH X 4' WIDE PEDESTRIAN GATE.
(SAME SPECS. AS DESCRIBED IN THE HAYDOCK SCHOOL QUOTE)

(PERFORMANCE BOND AND PAYMENT BOND ARE INCLUDED IN THE TOTAL)
TOTAL:

\$53,010.00

(THIS QUOTE IS BASED ON PREVAILING WAGE RATES)

(THE SCHOOL DISTRICT WILL BE RESPONSIBLE FOR CALLING DIG ALERT)

" NO PERMITS OR PERMIT FEES ARE INCLUDED IN THIS PROPOSAL. ANY PERMIT OR PERMIT FEES REQUIRED BY LOCAL BUILDING DEPT'S. OR GOVT. AGENCIES ARE THE OWNER'S RESPONSIBILITY."

" PROPOSAL DOES NOT INCLUDE ANY CLEARING, GRUBBING OR GRADING "

NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of: PRICE ON ACCEPTANCE OF OPTION(S) Dollars ,as follows

3. Work will begin on approximately:
4. Work will be completed on approximately:

5. This proposal is void if not accepted within: 30 days of Proposal and Contract.
50% PRE PAYMENT FOR MATERIALS (BALANCE DUE UPON COMPLETION)
ACCEPTANCE: BY:

ACCEPTANCE: BY:

ACCEPTANCE FENCE FACTORY BY: R. CROXEN

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive in payment the above sum in accordance with all of the Terms & Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: SATICOY , CALIFORNIA BY:
DATED 2019 COMPANY,

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 N. Street, Sacramento, CA 95814.

PRINT
PRINT
SIGNATURE

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 05/01/19

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

Appointment of Representative to Fill Vacancy - Measure D Bond Oversight Committee (Penanhoat)

The Measure D Bond Oversight Committee (BOC) currently has a vacancy for a Parent representative. Ms. Alyssa Maria has expressed a willingness to serve in this capacity effective May 2, 2019. The administration recommends Ms. Maria's appointment to the BOC, and her name is submitted herewith for the Board's consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Ms. Alyssa Maria as the Parent representative on the Measure D Bond Oversight Committee effective May 2, 2019.

ADDITIONAL MATERIAL

Attached: Oxnard School District Measure D Bond Oversight Committee Membership List
(1 page)

**OXNARD SCHOOL DISTRICT
MEASURE “D” CITIZENS’ BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS
May 2019**

| <i>Name</i> | <i>Representation</i> | <i>Position</i> | <i>End of Term</i> |
|--|----------------------------------|---|--------------------|
| Chavez, Pedro A. <i>(Committee Chair)</i> | Business Organization | Chase Home Lending | January 2021 |
| Castro, Socorro | Senior Citizens’ Organization | Senior Resources Coordinator, OASIS (<i>Older Adult Services & Intervention System</i>), Catholic Charities of Los Angeles | April 2021 |
| Jay, John | Taxpayers’ Association | Ventura County Taxpayers’ Association | January 2021 |
| Maria, Alyssa | Parent/Guardian | Parent, Elm School | April 2021 |
| Ray, Will Jr. | Parent/ Guardian PTA | Parent, PTA Board Member, McAuliffe School | January 2021 |
| Latimer, Lisa <i>(Committee Vice Chair)</i> | Community At-Large | Former Parent, Soria School; Former PTA & School Site Council Member | January 2021 |
| Belcher, William | Community At- Large | Oxnard Education Foundation Member | January 2021 |



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/1/19

- 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** 1st Reading _____ 2nd Reading _____

Approval of Amendment #2 to Agreement #18-114 – Exceptional Educational Consultants Inc. (DeGenna/Sugden)

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-114 with Exceptional Educational Consultants, Inc., in the amount not to exceed \$20,000.00 for the 2018-2019 school year. Exceptional Educational Consultants, Inc. provides consultation to teachers and specialists at Sierra Linda School on a regular basis, including review of Individualized Education Plans (IEP), IEP meeting preparation, and classroom organizational and instructional strategies, and also provides personnel development to district staff on topics requested by the district on a periodic basis, with review and feedback as the schedule allows.

At the Board meeting of February 20, 2019, the Board of Trustees approved Amendment #1 to Agreement #18-114, in the amount of \$15,000.00 to cover additional services, for a new total agreement amount of \$35,000.00.

Amendment #2 is necessary to increase the number of students referred for an Independent Educational Evaluation through the remainder of the fiscal year, in the amount not to exceed \$25,000.00, for a new total agreement amount of \$60,000.00.

FISCAL IMPACT:

Not to exceed \$25,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #2 to Agreement #18-114 with Exceptional Educational Consultants Inc.

ADDITIONAL MATERIAL(S):

- Attached:** Amendment #2 (1 Page)
 Amendment #1 (1 Page)
 Agreement #18-114, Exceptional Educational Consultants Inc. (14 Pages)

**Amendment #2 to Agreement #18-114 with
Exceptional Educational Consultants, Inc.
May 1, 2019**

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-114 with Exceptional Educational Consultants, Inc., in the amount not to exceed \$20,000.00 for the 2018-2019 school year. Exceptional Educational Consultants, Inc. provides consultation to teachers and specialists at Sierra Linda School on a regular basis, including review of Individualized Education Plans (IEP), IEP meeting preparation, and classroom organizational and instructional strategies, and also provides personnel development to district staff on topics requested by the district on a periodic basis, with review and feedback as the schedule allows.

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Amendment #2 is necessary to increase the number of students referred for an Independent Educational Evaluation through the remainder of the fiscal year, in the amount not to exceed \$25,000.00, for a new total agreement amount of \$60,000.00.

EXCEPTIONAL EDUCATIONAL CONSULTANTS, INC.:

By: _____
Frances E. Arner-Costello

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

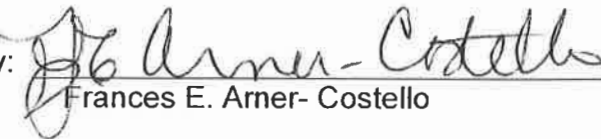
Date: _____

**Amendment #1 to Agreement #18-114 with
Exceptional Educational Consultants, Inc.
February 20, 2019**

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-114 with Exceptional Educational Consultants, Inc., in the amount not to exceed \$20,000.00 for the 2018-2019 school year. Exceptional Educational Consultants, Inc. provides consultation to teachers and specialists at Sierra Linda School on a regular basis, including review of Individualized Education Plans (IEP), IEP meeting preparation, and classroom organizational and instructional strategies, and also provides personnel development to district staff on topics requested by the district on a periodic basis, with review and feedback as the schedule allows.

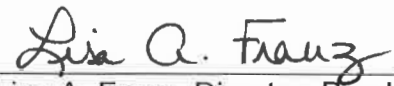
Amendment #1 is necessary to increase the number of students referred for an Independent Educational Evaluation through the remainder of the fiscal year, in the amount not to exceed \$15,000.00, for a new total agreement amount of \$35,000.00.

EXCEPTIONAL EDUCATIONAL CONSULTANTS, INC.:

By: 
Frances E. Amer-Costello

Date: 2-6-19

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 2-27-19

OXNARD SCHOOL DISTRICT

Agreement #18-114

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of September, 2018 by and between the Oxnard School District ("District") and Exceptional Educational Consultants 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 September 20, 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 Twenty Thousand Dollars No Cents (\$20,000.00), at the rate of \$90.00 per hour, 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,

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: Exceptional Educational Consultants Inc.
10677 Inyo Street
Ventura, CA 93004
Attention: Fran Arner-Costello
Phone: (805) 469.6919
Email: farnerco@hotmail.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:

**EXCEPTIONAL EDUCATIONAL
CONSULTANTS INC.:**

Lisa A. Franz
Signature

FE Arner-Costello
Signature

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

FE Arner-Costello
Typed Name/Title

9-21-18
Date

9.31.18
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 81-1465928

Not Project Related

Project #18-114

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

SERVICES

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

***PER ATTACHED PROPOSAL DATED 8/13/18**

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

***PER ATTACHED PROPOSAL DATED 8/13/18**

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

| STATUS REPORT FOR ACTIVITY: | DUE DATE |
|------------------------------------|-----------------|
| A. N/A | |
| B. N/A | |
| C. N/A | |
| D. N/A | |

V. Consultant will utilize the following personnel to accomplish the Services:

None.

See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

None.

See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

Not Project Related

Project #18-114

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

COMPENSATION

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

*Total compensation not to exceed \$20,000.00, at the rate of \$90.00 per hour.

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 \$20,000.00, at the rate of \$90.00 per hour, as provided in Section 4 of this Agreement.

Not Project Related

Project #18-114

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #18-114

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-114

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

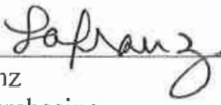
CONFLICT OF INTEREST CHECK

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, EXCEPTIONAL EDUCATIONAL CONSULTANTS INC., who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 9-21-18

By: 
Lisa A. Franz
Director, Purchasing

Exceptional Educational Consultants, Inc
Fran Arner-Costello, M.A. CEO
EID# 81-1465928

10677 Inyo Street, Ventura, CA 93004
(805) 469-6919
farnerco@hotmail.com

August 13, 2018

To: Oxnard School District

From: Fran Arner-Costello, CEO, Exceptional Educational Consultants, Inc.

Subject: Proposal for consultant services to Oxnard School District



SCOPE OF WORK:

Contractor agrees to provide consultation to teachers and specialists at Sierra Linda School on a regular basis, to include review of IEPs, IEP meeting preparation, and classroom organizational and instructional strategies. Will provide personnel development to district staff on topics requested by the district on a periodic basis. Will review IEPs and give feedback as schedule allows.

DATES OF SERVICE:

September 2018 - June 30, 2019

RATE:

\$90 per hour, upon invoice from contractor

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 1, 2019**

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

Approval of the 2018-19 Quarterly Report on Williams Uniform Complaints, Third Quarter (Vaca)

DESCRIPTION OF AGENDA ITEM:

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2018-19 Quarterly Report on Williams Uniform Complaint, Third Quarter, as presented.

ADDITIONAL MATERIAL:

2018-19 Quarterly Report on Williams Uniform Complaints, Third Quarter (one page)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2018-19

District: Oxnard School District

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **April 2019 (01/01/19 to 3/31/19)**

Date for information to be reported publicly at governing board meeting: **May 1, 2019**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

| General Subject Area | Total # of Complaints | # Resolved | # Unresolved |
|---------------------------------------|-----------------------|------------|--------------|
| Textbooks and Instructional Materials | 0 | 0 | 0 |
| Teacher Vacancy or Misassignment | 0 | 0 | 0 |
| Facilities Conditions | 0 | 0 | 0 |
| TOTALS | 0 | 0 | 0 |

Dr. César Morales

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 1, 2019**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

EXECUTIVE SUMMARY (description of item):

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, OSSA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. The proposals must have a Public Hearing before the parties meet to negotiate the items below:

- Article 4 Payroll Deductions
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions: Disaster Leave
- Article 16 Salaries
- Article 17 Professional Growth
- Article 18 Fringe Benefits
- Article 23 Term

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule May 15, 2019 for the Public Hearing for OSSA and the District's initial proposals.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 4/12/19 (one page)
- Letter to OSSA President dated 4/12/19 (one page)
- District's Initial Bargaining Proposals to OSSA for 2019-20 (one page)
- Letter dated 2/20/19 from OSSA President to the District (two pages)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

April 12, 2019

Veronica Robles-Solis, President
Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2019-20

Dear President Robles-Solis,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated HR
Bertha Anguiano, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2019. The District plans to negotiate Article 9 (Evaluations), Article 16 (Salaries), Article 18 (Fringe Benefits), and Article 23 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the May 1, 2019 Board agenda and the Public Hearing is to be scheduled for May 15, 2019. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

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April 12, 2019

Ms. Brenda Muth
Oxnard Supportive Services Association President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2019-20

Dear Ms. Muth,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA and continuing the use of the Interest Based Problem Solving method, during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, HR
Bertha Anguiano, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2019. The District plans to negotiate Article 9 (Evaluations), Article 16 (Salaries), Article 18 (Fringe Benefits), and Article 23 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the May 1, 2019 board meeting agenda and the Public Hearing is to be scheduled for May 15, 2019. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

Enclosure



OXNARD SCHOOL DISTRICT

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Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2019-2020

Interest Based Problem Solving Proposals

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 9 Evaluations

- The District seeks to enter into discussions regarding OSSA Evaluations.

Article 16 Salaries

- The District seeks to enter into discussions regarding OSSA Salaries.

Article 18 Fringe Benefits

- The District seeks to enter into discussions regarding OSSA Fringe Benefits.

Article 23 Term

- The District seeks to enter into discussions regarding OSSA Term.



February 20, 2019

Dr. Jesus Vaca

Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2019-2020 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Bridgette Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) process during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Shiri Hermesh, Steve Tobey, Lauren Kaprielian, Annette Murguia, Monica Garcia and Irene Zavala.

The Association seeks to open the following articles:

Article 4 – Payroll Deductions

Article 7 – Assignments - The Association seeks discussion regarding Assignment procedures.

Article 8 – Student Ratio - The Association seeks discussion regarding Student Ratios.

Article 9 – Evaluations

Article 11 – Disaster Leave

Article 16 – Salaries

Article 17 – Professional Growth

Article 23 – Term

Sincerely,

Brenda Muth, President

Oxnard Support Services Association

OSD BOARD AGENDA ITEM

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

Date of Meeting: **05/01/2019**

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

REJECTION OF LIABILITY CLAIM: VCBA08315A2 (Vaca/Magaña)

On February 13, 2019, the Oxnard School District received a verified claim form from a claimant alleging theft of personal property (iPhone 8 Plus cell phone). Claimant states that the District is liable because the item was taken from a desk. The claimant presented a property demand in the amount of \$800.00 for the original cost of the item.

FISCAL IMPACT:

There is no expected fiscal impact from this claim.

RECOMMENDATION:

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Assistant Superintendent of Human Resources & Support Services and the Risk Manager that the Board of Trustees agree to reject York claim VCBA08315A2.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Shristie Nair-Villano**

Date of Meeting: **May 1, 2019**

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

Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Reduce

a six and a half hour 180 day Campus Assistant position number 2965 to be reduced to five and a half hours at Chavez School. This position will be reduced due to lack of funds.

Abolish

a five hour and forty five minute 183 day Paraeducator III position number 1912 to be abolished at McAuliffe School. This position will be abolished due to lack of work.

FISCAL IMPACT:

Savings for Campus Assistant - \$18,869 General
Savings for Paraeducator III - \$28,739 Special Education

RECOMMENDATION:

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

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Shristie Nair-Villano**

Date of Meeting: **May 1, 2019**

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

Personnel Actions (Vaca/Nair-Villano)

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)

New Hire

| | | |
|-----------------------|--|------------|
| Aguilera, Christian B | Paraeducator III, Position #8473 Special Education 5.75 hrs./183 days | 04/24/2019 |
| Covarrubias, Lizette | Payroll Technician, Position #9177 Budget & Finance 8.0 hrs./246 days | 04/08/2019 |
| Sanchez, Jamie C | Paraeducator II, Position # 2235 Special Education 5.75 hrs./183 days | 04/22/2019 |
| Smith, Sarah K | Paraeducator III, Position #9214 Special Education 5.75 hrs./183 days | 04/22/2019 |

Limited Term

| | | |
|-------------------------|-------------------------------|------------|
| Aguas, Esteban | Campus Assistant (substitute) | 03/12/2019 |
| Alba, Winnona A | Paraeducator (substitute) | 03/21/2019 |
| Alvarez, Lillie A | Paraeducator (substitute) | 04/02/2019 |
| Barragan, Rocio | Campus Assistant (substitute) | 04/01/2019 |
| Bedolla, Ana L | Campus Assistant (substitute) | 04/01/2019 |
| Carrillo, Sandra I | AVID Tutor | 03/18/2019 |
| Hernandez, Monica L | Campus Assistant (substitute) | 04/01/2019 |
| Holguin, Donna T | Campus Assistant (substitute) | 03/05/2019 |
| Nares Cortez, Yuritzi S | Paraeducator (substitute) | 03/21/2019 |
| Ochoa, Luis J | AVID Tutor | 03/25/2019 |
| Palazuelos, Faith | Campus Assistant (substitute) | 04/01/2019 |
| Quezada, Benjamin | Campus Assistant (substitute) | 04/01/2019 |

Promotion

| | | |
|--------------------|--|------------|
| Cacho, Solanch | Paraeducator III, Position #9111 Special Education 5.75 hrs./183 days Paraeducator II, Position #628 & 629 Special Education 5.75 hrs./183 days | 04/01/2019 |
| Mendoza, Alejandro | Paraeducator III, Position #9284 Special Education 5.75 hrs./183 days Paraeducator I, Position #7331 McAuliffier 5.75 hrs./183 days | 04/23/2019 |

Transfer

| | | |
|---------------------|--|------------|
| Delgadillo, Raymond | Custodian, Positon #2193 Sierra Linda 8.0 hrs./246 days Custodian, Position #9146 Harrington 8.0 hrs./246 days | 04/01/2019 |
| Gomez, Edith | Paraeducator II, Position #9358 Special Education 5.75 hrs./ 183 days Paraeducator II, Position #2225 Special Education 5.75 hrs./ 183 days | 04/22/2019 |

Transfer continued

| | | |
|-----------------|---|------------|
| Perez, Patricia | Paraeducator III, Position #9222 Special Education 5.75 hrs./ 183 days | 04/22/2019 |
| | Paraeducator III, Position #8468 Special Education 5.75 hrs./ 183 days | |

Leave of Absences - Return

| | | |
|-------------------|--|------------|
| Peralta, Ramona E | Preschool Assistant, Position #2663 Rose Avenue 3.0 hrs./183 days | 04/22/2019 |
|-------------------|--|------------|

Leave of Absence

| | | |
|---------------------|---|-----------------------|
| Thompson, Ranesha L | Paraeducator III, Position #2396 Special Education 5.75 hrs./ 183 days | 02/05/2019-04/30/2019 |
|---------------------|---|-----------------------|

Released During Probation

| | | |
|------|--|------------|
| 8402 | Child Nutrition Worker, Position #1703 Itinerant 5.0 hrs./ 185 days | 03/29/2019 |
|------|--|------------|

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

| | | |
|------------------------|--------------------|-----------------------|
| De La Mora, Armando | Psychologist | 04/22/2019 |
| Gonzalez, Kathryn | Teacher RSP | 08/12/2019 |
| Hanon, Denise | Teacher RSP | 04/22/2019 |
| Ladd, Kristin | Speech Pathologist | 08/12/2019 |
| Volpe, Sarah | Teacher RSP | 05/15/2019 |
| Vorac, Michael | Teacher RSP | 04/25/2019 |
| | | |
| Bowe, Mathew | Substitute Teacher | 2018/2019 School Year |
| Enriquez, Monica | Substitute Teacher | 2018/2019 School Year |
| Escobar Rivas, Yuriana | Substitute Teacher | 2018/2019 School Year |
| McKenna, Dylan | Substitute Teacher | 2018/2019 School Year |
| Moorehead, Fred | Substitute Teacher | 2018/2019 School Year |
| Ontiveros, Diana | Substitute Teacher | 2018/2019 School Year |

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year

| | | |
|-------------------|--------|------------|
| Haavaldsen, Lynne | Brekke | 04/22/2019 |
|-------------------|--------|------------|

Retirement

| | | |
|--------------------|----------------|---------------|
| Baumgartner, Cecil | Teacher, Soria | June 30, 2019 |
| Graham, Frances | Teacher, Soria | June 30, 2019 |

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5/01/19

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

Agreement Category:

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

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

Approval of History/Social Studies Curriculum (DeGenna/Curtis)

The Board of Trustees will take action on the selection and purchase of History/Social Science materials (National Geographic). The 2018-19 school year was dedicated to the piloting of materials for the History/Social Studies 6th-8th adoption.

FISCAL IMPACT:

Estimated Cost:

Total: \$700,000

To be paid out of: Textbook funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees approve the selection and purchase of History/Social Science materials with National Geographic.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 1, 2019**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category: _____
- D. Action Items X _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of a California Basic Educational Skills Test (“CBEST”) Waiver with Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) for 2018-19 for Blanca Ramos (Vaca)

The District is recommending that the Board of Trustees approve this action item for a CBEST Waiver with Emergency BCLAD, as described under Education Code 44252(b), for Blanca Ramos to serve as a Dual Language Instruction (DLI) fourth grade teacher at Kamala, K-8 School for the 2018-19 school year or until the employee takes and passes the CBEST.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the CBEST Waiver with Emergency BCLAD for Blanca Ramos 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.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 1, 2019

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

Agreement Category:

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

SECTION D: ACTION _____

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

Consideration of Resolution #18-32 of the Board of Trustees of the Oxnard School District Phasing Out Any District Purchase or Use of Herbicide Products Containing the Chemical Glyphosate (Penanhoat/Fateh)

As of July 2017, the California Environmental Protection Agency’s (EPA) Office of Environmental Health Hazard Assessment added glyphosate to its official list of chemicals known to cause cancer or reproductive toxicity. As of March 2018, the California EPA officially advised California residents to limit any child’s contact with surfaces that have been recently treated with glyphosate herbicides.

Oxnard School District AR 3514.2 formally adopts a least toxic pest management policy. In keeping with AR 3514.2 and the EPA’s direction, Resolution #18-32 phases out the district’s purchase or use of herbicide products containing the chemical glyphosate. The district’s Integrated Pest Management Coordinator shall take the necessary steps to ensure compliance with these regulations effective the 2019-20 school year.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees adopt Resolution #18-32 as outlined above.

ADDITIONAL MATERIAL

Attached: Resolution #18-32 (3 pages)

**RESOLUTION #18-32 OF THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT
PHASING OUT ANY DISTRICT PURCHASE OR USE OF HERBICIDE PRODUCTS
CONTAINING THE CHEMICAL GLYPHOSATE**

WHEREAS, Oxnard School District (“District”) Administrative Regulation 3514.2 formally adopts as part of the District’s Integrated Pest Management strategy a least toxic pest management policy (“Least Toxic Pest Management Policy”), which Policy requires District personnel and contractors to restrict use of pesticides to necessary uses set forth in pre-established guidelines and thresholds; to select nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired pest control; to prefer chemicals that pose the least hazard to people and the environment where it is determined chemical methods must be used; to consider “alternative treatments” for pest control including physical, horticultural, and biological methods; and to limit pesticide purchases to amounts needed for the year.

WHEREAS, As of July 2017, the California Environmental Protection Agency’s Office of Environmental Health Hazard Assessment (“OEHHA”) added glyphosate to its official list of chemicals known to cause cancer or reproductive toxicity under the Safe Drinking Water and Toxic Enforcement Act of 1986, pursuant to the agency’s legal obligations to annually update the list under California Health and Safety Code section 25249.8.

WHEREAS, As of March 2018, the California Environmental Protection Agency has officially advised California residents to limit any child’s contact with surfaces that have been recently treated with glyphosate herbicides.

NOW, THEREFORE, BE IT RESOLVED, In furtherance of existing Board policies, absent any applicable federal, state, local law or regulation, local ordinance, or court decision that may lawfully provide otherwise, Oxnard School District’s Board of Trustees hereby directs the Integrated Pest Management (“IPM”) Coordinator to effectuate the District’s Board Policy and Administrative Regulation concerning “Hazardous Substances” as follows:

1. Effective as of the 2019-2020 District school year, IPM Coordinator shall ensure the District ceases all purchase and use of any herbicide product that contains glyphosate as one of its ingredients, in any amount or level.
2. The IPM Coordinator shall inform all outside contractors and their employees to abide by the same restriction on campus grounds.
3. Within three months of the passage of this Resolution, the IPM Coordinator shall report back to the Board of Trustees before next year’s IPM purchase about any outstanding budget needs necessitated by the District’s cessation of any use of glyphosate.

BE IT FURTHER RESOLVED, That the IPM Coordinator shall ensure all relevant District personnel are adequately trained on how to implement this Resolution;

BE IT FURTHER RESOLVED, That the IPM Coordinator shall ensure parents/guardians will receive notification of this Resolution to fully inform students and their families of their rights in the District;

BE IT FURTHER RESOLVED, That the IPM Coordinator shall distribute copies of this Resolution to all school sites and.

Passed and Adopted by the Board of Trustees of the Oxnard School District on May 1, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, _____, 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 #18-32 adopted at a regular meeting place thereof on the 1st day of May, 2019, 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: May 1, 2019

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 1, 2019

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Reimbursement for Teacher Substitute at Rio School District (Penanhoat)

Board of Trustees member Denis O'Leary, a classroom teacher at Rio Elementary School District, attended a meeting at the Mexican Consulate in Los Angeles on February 25, 2019.

A teacher substitute fulfilled Mr. O'Leary's teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of \$135.96.

Education Code Section 44987.3 (d) stipulates "*Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district.*"

FISCAL IMPACT

Reimbursement is requested in the amount of \$135.96 to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

ADDITIONAL MATERIAL

Attached: None.

Special Board Meeting
March 30, 2019

The meeting was called to order at 9:15 a.m. by President Robles-Solis. CALL TO ORDER

Mr. Bonifacio “Bonny” Garcia led the audience in the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were President Veronica Robles-Solis, Trustees Jesus Vega, Denis O’Leary, Debra M. Cordes and Monica Madrigal Lopez. Also present were District Superintendent Dr. Cesar Morales, Ms. Nitasha Sawhney and Bonifacio Bonny Garcia with Garcia Hernandez & Sawhney. ROLL CALL

On motion by Trustee Cordes, seconded by Trustee Vega, and carried on a roll call vote of 5-0, the agenda was approved as presented. ADOPTION OF THE AGENDA

Governance Workshop OPEN SESSION

Trustee O’Leary left approximately at 11:30 a.m.

Short recess for lunch at 12:10 p.m. LUNCH RECESS

Review of Governance Handbook. RECONVENE TO OPEN SESSION

The Board convened into closed session at 2:15 for the Special Education Update evaluation. CLOSED SESSION

On a motion by Trustee Cordes, seconded by Trustee Vega and carried on a roll call vote of 4-0, being Trustee O’Leary absent, the Board ratified the current Goals and Objectives 2018-2019. REPORT OUT OF CLOSED SESSION (Motion# 18-116)

There being no further business, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustee O’Leary absent, the Board of Trustees adjourned the meeting at 3:30 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 _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of March 30, 2019, on motion by _____, and seconded by_____.

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
April 3, 2019

The Board of Trustees of the Oxnard School District met in regular session at 5:04 p.m. on Wednesday, April 3, 2019 at the Educational Service Center. CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees, Denis O’Leary, Debra Cordes and Monica Madrigal Lopez. Trustee Jesus Vega was absent. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat, Dr. Ana DeGenna and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro. ROLL CALL

Mr. Greg Brisbine, Principal at Haydock Academy of Arts and Sciences, introduced Luz Cervantes, 7th grade student in Ms. Janet Marks’ class, who led the audience in the Pledge of Allegiance PLEDGE OF ALLEGIANCE

Pedro Garcia, 7th grade student in Ms. Ashley Ouimet’s class read the District’s Vision and Mission statements in English; Kimberli Oregel, 6th grade student in Ms. Kimberly Patton’s class read them in Spanish. DISTRICT’S VISION AND MISSION STATEMENTS

Principal Greg Brisbine provided a short presentation to the Board regarding Haydock Academy of Arts and Sciences. He highlighted the Art Program and its activities. Student Angel Graceda shared information on the Music Program. Student Pedro Garcia spoke about the Dramatic Arts Program. Two AVID students, Luz Cervantes and Araceli Gonzales, shared their experience with AVID at Haydock. Ms. Erika Reagan, Assistant Principal spoke about Parent Involvement and Kimberli Oregel spoke about Community Outreach and Earth Club. Mr. Genaro Magaña, Assistant Principal, spoke about community work. Student Kimberli Oregel shared her experiences with ASB, WEB and Friday Night Live clubs. Mr. Magaña commented on some of the events that took place at Haydock and the ones that will take place in the near future. Ms. Reagan spoke about the academic focus. Mr. Brisbine commented on the Golden Gear Award County recognition and PBL. Afterwards, Ms. Reagan spoke about the future DLI Program to be implemented at Haydock and finally, Mr. Brisbine thanked all the presenters and the opportunity to be at the Board Meeting. PRESENTATION BY HAYDOCK ACADEMY OF ARTS AND SCIENCES

Following the presentation, President Robles-Solis introduced Trustee Denis O’Leary who gave a token of appreciation on behalf of the Board to the students that participated in the Board Meeting.

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-1; being Trustee O’Leary the No vote, and Trustee Vega absent, the Board approved the agenda as presented. ADOPTION OF THE AGENDA

A.7 Dr. Ana DeGenna, Assistant Superintendent of Educational Services introduced Ms. Ginger Shea, Director of Afterschool Programs who presented the Million Readers from Curren and Haydock schools. Mr. Brisbine read the names of the students from Haydock and Ms. Ginger Shea read the names of the students from Curren, recognized as million word readers. RECOGNITION OF OXNARD SCHOOL DISTRICT’S MILLION WORD READERS

A.6 Dr. DeGenna, Assistant Superintendent of Educational Services introduced Ms. Marlene Batista, Director of English Learners Services, who provided a presentation on the Newcomers Program for students new to the county in 3rd-8th grade. The presentation described the program and went over the work done over the past two years at McKinna and Frank schools to evaluate, build and strengthen the program. STUDY SESSION – NEWCOMER PROGRAM

A.8 No requests for public participation. PUBLIC PARTICIPATION

ANNOUNCEMENTS PRIOR TO CLOSED SESSION April 3rd, 2019: CLOSED SESSION
The Board recessed to Closed Session to consider the following:

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*,

Section 54956.9:

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS:
 - Office of Administrative Services Case No.: 2016-12-0803
 - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (*Education Code 8912; 20 U.S.C. Section 1232g*):

- Case No. 18-10 (Action Item)
- Case No. 18-11 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP, the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Reassignment, Appointment:

Trustees convened to closed session at 6:17 p.m. until approximately 7:10 p.m. to discuss items on the closed session agenda. CLOSED SESSION

A.11 President Robles-Solis informed there was nothing to report and that the Board would return later to closed session. REPORT ON CLOSED SESSION

A.12 Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, introduced Mr. Pedro Chavez, Measure D Bond Oversight Committee Chair, who presented the Bond Oversight Committee’s second annual report to the MEASURE D BOND OVERSIGHT

Board of Trustees as per Proposition 39 requirements. He thanked the members of the Committee for their work and reported that nothing was notated. He also thanked Ms. Penanhoat and Staff Lydia Garcia for their support. The Board thanked the committee.

COMMITTEE ANNUAL REPORT

A.13 Ms. Janet Penanhoat Assistant Superintendent, Business & Fiscal Services, introduced Mr. Crittenden Ward, Measure R Bond Oversight Committee Chair, who presented the Bond Oversight Committee's sixth and final annual report to the Board of Trustees as per Proposition 39 requirements. Mr. Crittenden acknowledged the Committee for their work and informed that the funds were used as intended and as specified in the Bond language and that all projects were consistent with the Project List provided to voters by the District Board of Trustees.

MEASURE R BOND OVERSIGHT COMMITTEE ANNUAL REPORT

B.1 Trustee Madrigal Lopez read the rules for individual participation in English and in Spanish.

PUBLIC COMMENTS

- Robert Gabion donated his time to Luz Chavez.
- Luz Chavez, concerned about the reduction in force, cut in hours, asked the Board to listen to the bargaining team.
- Amanda Wilson, shared with the Board a signed petition backing up Principal Mary Elizondo on students and staff safety.
- Makena James, donated her time to Leonor Hernandez
- Leonor Hernandez, concerned about budget cuts and hours for OCR.
- Elba Serrato, specialist at Sierra Linda, concerned about budget and services cuts.
- Reyna Moreno, donated her time to Laura Fabila.
- Laura Fabila, parent concerned because of the ORC reduction.
- Ginny Whitt, Office Manager at Sierra Linda, concerned about the proposed layoffs and cuts.
- Ilene Poland, spoke about the layoffs and cuts.
- Amanda Rodriguez at Christa McAuliffe School and parent, advocated for campus assistants.
- David Cruz, concerned for the budget cuts, use money spent in SRO.

B.2 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved Resolution #18-31 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

The Oxnard School District has met these requirements as follows: The District retains eligibility for new construction with the State Allocation Board for the School Facilities Program. The District has placed a general obligation bond measure on the ballot within the past four (4) years that has received at least 50 percent plus one of the votes cast for the measure. The District has an indebtedness level in excess of the 15% requirement. Resolution #18-31 adopting alternative developer fees (Level II) on new residential construction is based on the latest School Facilities Needs Analysis that has been developed pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

ADOPTION OF RESOLUTION #18-31 APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS, ADOPTING ALTERNATIVE SCHOOL FACILITIES FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 65995.5, 65995.6, & 65995.7 AND SECTION 17620 OF THE EDUCATION CODE AND MAKING RELATED FINDINGS

AND
DETERMINATIONS
(Motion # 18-117)

On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board approved the consent agenda as presented. CONSENT AGENDA
(Motion # 18-118)

C.1 Approved the following agreements: (Approval of agreements)
Enrichment:

- #18-225 with Oxnard Performing Arts & Convention Center, agreement for the use of facilities for the “Haydock Academy of Arts & Sciences Spring Showcase 2019” which will be held at the Oxnard Performing Arts & Convention Center on Wednesday, June 5, 2019 from 6:00 p.m. – 8:00 p.m., amount not to exceed \$4,248.00, to be paid with targeted school site funds.

C.2 Ratified the following agreements: (Ratification of agreements)

Special Education:

- #18-216 with Casa Pacifica School, Non-Public School (NPS), ratification to provide services for Student GK041305, for the 2018-2019 school year, including extended school year. The NPS will provide a program of instruction, which is consistent with the pupil’s individual educational plan as specified in the individual service agreement, amount not to exceed \$22,325.00, to be paid with Special Education funds.
- #18-217 with Casa Pacifica School, Non-Public School (NPS), ratification to provide services for Student KP033105, for the 2018-2019 school year, including extended school year. The NPS will provide a program of instruction, which is consistent with the pupil’s individual educational plan as specified in the individual service agreement, amount not to exceed \$53,930.00, to be paid with Special Education funds.
- #18-218 with Casa Pacifica School, Non-Public School (NPS), ratification to provide services for Student AT031605, for the 2018-2019 school year, including extended school year. The NPS will provide a program of instruction, which is consistent with the pupil’s individual educational plan as specified in the individual service agreement, amount not to exceed \$49,015.00, to be paid with Special Education funds.
- #18-222 with Academy for Advancement of Children with Autism Inc., Non-Public School (NPS), ratification to provide services for Student RD042105, for the 2018-2019 school year, including extended school year. The NPS will provide a program of instruction, which is consistent with the pupil’s individual educational plan as specified in the individual service agreement, amount not to exceed \$80,610.74, to be paid with Special Education funds.
- #18-223 with Ventura County Office of Education (VCOE), Special Circumstances Paraeducator Services, ratify the service agreements with VCOE for the 2018-2019 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP’s), including Extended School Year, amount not to exceed \$101,078.00, to be paid with Special Education funds.
- #18-224 with Cynthia Z. Hansen to provide educational therapy and language support services, as well as serve as an Independent Education Evaluator for

the Special Education Services Department during the 2018-2019 academic year, amount not to exceed \$20,000.00, to be paid with Special Education funds.

- C.3 Ratified Change Order No. 002 to Construction Services Agreement #17-117, with Bernards to provide Construction Services related to the Marshall New Classroom Building Project, amount not to exceed \$17,457.00, to be funded from the Master Construct and Implementation Program. (Ratification of Change Order No. 002 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project)
- C.4 Approved Contractor Contingency Allocation No. 008 to Construction Services Agreement #17-117 with Bernards, for additional items of work related to the Marshall New Classroom Building Project. Contractor Contingency Allocation No. 008 in the amount of \$35,790.00, to be funded from the Master Construct and Implementation Program. The remaining Contractor Contingency balance after Allocation No. 008 will be \$71,899.00. (Approval of Contractor Contingency Allocation No. 008 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project)
- C.5 At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175, in the amount of \$90,000.00, with City Impact, Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department. (Ratification of Amendment #1 to Agreement #18-175 – City Impact Inc.)
The Board of Trustees ratified Amendment #1 to Agreement #18-175 with City Impact Inc.
- C.6 At the Board Meeting of August 8, 2018, the Board of Trustees ratified Agreement #18-44, in the amount of \$38,000.00, with Tutorific! to provide additional instruction to students assigned by Special Education Services Department. Amendment #1 in the amount of \$33,000.00, will allow the Special Education Services Department to increase the number of students receiving instruction support through the remainder of the fiscal year, for a new total agreement amount of \$71,000.00. (Ratification of Amendment #1 to Agreement/MOU #18-44 – Tutorific!)
The Board of Trustees ratified Amendment #1 to Agreement/MOU #18-44 with Tutorific! for an amount not to exceed \$33,000.00, to be paid with Special Education funds.
- C.7 At the Board Meeting of August 22, 2018, the Board of Trustees ratified Agreement #18-64, in the amount of \$130,000.00, with Autism Learning Partners to work with the Special Education Services Department to provide 1:1 behavior support services. At the Board Meeting of October 24, 2018, the Board of Trustees ratified Amendment #1 to Agreement #18-64, in the amount of \$218,210.00 to cover additional costs for embedded services. (Ratification of Amendment #2 to Agreement #18-64 – Autism Learning Partners LLC)
The Board of Trustees ratify Amendment #2 to Agreement #18-64 with Autism Learning Partners LLC, for an amount not to exceed \$348,000.00, to be paid with Special Education funds.
- C.8 At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-130 with NV5 West Inc. (formerly known as (Approval of Work Authorization Letter #10S

Nolte-Vertical 5), to provide DSA Inspector of Record Services. The District, in consultation with CFW, recommends issuing WAL #10S to NV5 West Inc., to continue the provision of continuous DSA Inspector of Record Services through the completion of the Marshall New Classroom Building Project.

Board of Trustees approved WAL #10S for Master Agreement #13-130 with NV5 West Inc., for a fee in the amount of \$99,560.00, to be funded from the Master Construct and Implementation Program.

C.9 At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-154 with NV5 West, Inc. to perform environmental sampling and analysis. The District, in consultation with Caldwell Flores Winters (CFW), recommends issuing WAL #10 to NV5 West, Inc. to perform environmental sampling and report.

The Board of Trustees approve WAL #10 for Master Agreement #13-154 with NV5 West Inc. for a fee in the amount of \$6,105.00, to be funded from the Master Construct and Implementation Program.

C.10 Approved the Notice of Completion and filing of such notice with the County Recorder’s Office, for Construction Services Agreement #17-209 with Viola Inc.

C.11 Approved the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #17-01, Harrington Early Child Development Center with Ardan Construction Company Inc.

C.12 Approved the establishment, decrease and abolishment of the positions as presented.

C.13 Approved the Personnel Actions, as presented.

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.

to NV5 West Inc., for DSA Inspector of Record Services for the Marshall New Classroom Building Project)

(Approval of Work Authorization Letter #10 (“WAL #10”) for Agreement #13-154 with NV5 West Inc., to Provide Environmental Support Services for the McKinna Elementary School Reconstruction Project)

(Approval of Notice of Completion, Brekke School Kinder/Flex Project)

(Approval of Notice of Completion, Harrington Early Child Development Center, Bid #17-01)

(Establish /Abolish /Increase /Reduce Hours of Position)

(Personnel Actions)

(Classified)

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> |
|--------------------|---|-----------------------|
| <u>New Hire</u> | | |
| Melendes, Michelle | Paraeducator I Position # 7173 Elm 4.10 hrs/ 183 days | 03/18/2019 |
| Van Someren, David | Electrician Postion # 9223 Facilities 8 hrs/ 246 days | 03/25/2019 |
| Garcia, Lizette | Paraeducator I Postion # 7177 Kamala 4.833 hrs/ 183 days | 02/25/2019 |
| Ayala, Rocio | Child Nutrition Worker Position #2222 | 03/11/2019 |

| | | |
|-----------------------------|---|------------|
| Barajas, Jessica | Frank 5 hrs/ 185 days Office Assistant II (B) Position #1818 | 03/11/2019 |
| Chiquito, Guadalupe | Ramona 6 hrs/ 203 days Payroll Technician Position #9177 | 03/25/2019 |
| Espino, Cecilia A. | Budget & Finance 8 hrs/ 246 days Child Nutrition Worker Position #2425 | 03/11/2019 |
| Reppert, Amanda | 5.0 hrs/ 185 days Child Nutrition Worker Position #2616 | 03/18/2019 |
| Robles, Lisette V. | 5.5 hrs./ 185 days Outreach Specialist (Bil) Position #2200 | 02/27/2019 |
| Sanchez Hernandez, Graciela | Kamala 8 hrs./ 180 days Child Nutrition Worker Position #2221 | 03/11/2019 |
| Wing, Carolyn | Frank 5 hrs./185 days Sr. HR Analyst Position #6298 | 03/19/2019 |
| Ybarra, Patrice | HR Classified 8 hrs./246 days Child Nutrition Worker Position # 1703 | 03/11/2019 |
| | McKinna 5 hrs./ 185 days | |

Limited Term

| | | |
|--------------------|-------------------------------------|------------|
| Nolasco, Fernanda | AVID Tutor | 03/06/2019 |
| Davis, James E. | Campus Assistant (substitute) | 01/24/2019 |
| Gil, Gustavo | Child Nutrition Worker (substitute) | 03/11/2019 |
| Fregoso, Alejandro | Clerical (substitute) | 03/01/2019 |
| Magana, Maria | Health Care Technician (substitute) | 03/08/2019 |
| Melendez, Jasmine | Paraeducator (substitute) | 03/07/2019 |
| Segura, Siomara | Paraeducator (substitute) | 02/01/2019 |

Promotion

| | | |
|-------------------|--|------------|
| Jindal, Shweta | Payroll Technician, Position #9175 Budget & Finance, 8 hrs, 246 days | 02/19/2019 |
| Marquez, Juana A. | Accounting Specialist III, Position #846 Budget & Finance, 8 hrs, 246 days Senior Payroll Technician, Position #9178 Budget & Finance, 8 hrs, 246 days Accounting Specialist IV, Position #1747 Budget & Finance, 8 hrs, 246 days | 02/19/2019 |

Transfer

| | | |
|--------------------------|---|------------|
| Duarte, Angela | Admin. Asst. Facilities Positon #9002 Facilities 8.0 hrs./246 days | 04/01/2019 |
| Navarro, Evangelina | Admin. Asst. Ed. Services Position #560 Educational Services 8.0 hrs./246 days Campus Assistant Position #3014 Marina West 5.5 hrs/ 180 days | 03/18/2019 |
| Perez-Gutierrez, Martiza | Campus Assistant Position #3015 Marina West 5.0 hrs/ 180 days Outreach Specialist (B) Postion #2688 Marshall 8 hrs/180 days Outreach Specialist (B) Postion #1738 Elm 8 hrs/180 days | 03/25/2019 |
| Ramirez, Marlene | Campus Assistant Position #3013 | 03/18/2019 |

| | | |
|--------------------|--|------------|
| | Marina West 5.5 hrs/ 180 days Campus Assistant Position #3016 | |
| Cervantes, Rosa G. | Marina West 5.0 hrs/ 180 days Campus Assistant Position #3015 | 03/18/2019 |
| | Marina West 5.5 hrs/ 180 days Campus Assistant Position #3013 | |
| | Marina West 5.0 hrs/ 180 days | |

Leave of Absence – Return

| | | |
|-----------------------|--|------------|
| Velasquez, Rosario Y. | Child Nutrition Worker, Position #1287 Rose Avenue 5 hrs/199 days | 03/18/2019 |
|-----------------------|--|------------|

Resignation

| | | |
|------------------------|---|------------|
| Escobar Rivas, Yuriana | Paraeducator I Position # 9218 Kamala 5.75 hrs/ 183 days | 03/19/2019 |
| Aguila, Eva M. | Office Assistant II (B) Position #361 Driffill 8 hrs/ 203 days | 02/19/2019 |
| Montesinos, Melissa | Campus Assistant Position #6347 Brekke 3 hrs./ 180 days | 03/22/2019 |

Termination

| | | |
|-------------------|---|------------|
| Employee ID #8241 | Campus Assistant Position #3042 Sierra Linda 4.5 hrs/ 180 days | 12/17/2018 |
| Employee ID #8952 | Campus Assistant Position #6515 Rose Ave. 4.5 hrs/180 days | 01/14/2019 |

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. (Certificated)

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> |
|---------------------|----------------------|-----------------------|
| <u>New Hires</u> | | |
| Alfaro, Coraima | Teacher DLI, Soria | 03/14/2019 |
| Kirk, Maria | Teacher RSP, Brekke | 03/20/2019 |
| Desales, Grace | Substitute Teacher | 2018/2019 School Year |
| Somers, Tom | Substitute Teacher | 2018/2019 School Year |
| <u>Resignations</u> | | |
| Dudley, Maggie | Math Teacher, Curren | June 30, 2019 |
| Saracino, Alicia | Teacher, Fremont | June 30, 2019 |
| <u>Retirement</u> | | |
| Mallen, Cathy | Teacher, Rose Ave | June 30, 2019 |
| Mickelsen, Mary | Teacher, Rose Ave | June 30, 2019 |
| Sanez, Victoria | Teacher, McAuliffe | June 30, 2019 |
| Yarborough, Holly | Teacher, McAuliffe | June 30, 2019 |

D.1 Ratification of Change Order No. 18 to Construction Services Agreement #15-98 with Swinerton Builders in the amount of \$109,025.77, to be charged to the Master Construct and Implementation Funds. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$109,025.77, from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

C.F.W. representatives gave a presentation and responded to the Board questions. After a discussion, on motion by Trustee Cordes, seconded by President Robles-Solis and carried on a roll call vote of 3-1, being Trustee O'Leary the No vote and Trustee Vega absent, the Board of Trustees ratified Change Order No. 018 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project.

RATIFICATION OF
CHANGE ORDER NO.
018 TO
CONSTRUCTION
SERVICES
AGREEMENT #15-198
WITH SWINERTON
BUILDERS TO ADJUST
COSTS FOR THE
LEMONWOOD K-8
SCHOOL
RECONSTRUCTION
PROJECT
(Motion#18-119)

E.1 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustee Vega absent, the Board of Trustees approved the minutes of regular board meetings, as submitted:

- March 6, 2019, Regular Board Meeting
- March 20, 2019, Regular Board Meet

APPROVAL OF
MINUTES
(Motion# 18-120)

G.1 Superintendent Announcements:

SUPERINTENDENT
ANNOUNCEMENTS

Dr. Cesar Morales

- Congratulated Elm School. Elm was one of the two schools in all of California that received the Seal of Excellence from the California Association of Bilingual Education. Thanked Dr. Leticia Ramos and her team for their commitment.
- Shared that the Oxnard School District will receive the Golden Gear Award in the "expanded Learning" category from VC STEM. Congratulated everyone involved in making this happen.
- Reported that Ventura County Science Fair winners were announced at an award ceremony held on March 25th; and congratulated Samantha G., Brianna T., and Diego F. — all students from Juan Soria School — who were among the 40 students who received awards countywide.
- Reported that Girls A and Boys A basketball teams at Frank, both were invited to the state tournament which was held the previous weekend. Congratulated the players and their coaches Mr. Camacho and Ms. Conant.
- Congratulated all of the students that submitted their original artwork and writings for the 3rd annual Cesar Chavez "Celebrating Latino Heroes". Reported that a banquet was held at Driffill earlier in that week to recognize the students for their participation.

G.2 Trustees Announcements:

TRUSTEES
ANNOUNCEMENTS

Trustee Cordes:

- Congratulated Haydock for their presentation, particularly the student participation.
- Reported she participated in Cesar Chavez march, which she indicated was very well attended. She praised the Aztec dancers at the event.
- Reported that she attended the 3rd annual Cesar Chavez "Celebrating Latino Heroes".
- Congratulated Elm for their Seal of Excellence.
- Thanked for the opportunity to attend CABA Conference.

- Stated that there are many good things happening at the District.
- Thanked the individuals that work every day for the students and the community.
- Thanked Ms. Penanhoat for the information on living wages.

Trustee Vega

- (Absent)

Trustee O’Leary

- Reported he attended CABA Conference.
- Congratulated Elm School, not only for the new school, but also for the award received from CABA.
- Reported he marched in the United Farm Workers march and he met the new president of the United Farm Workers Ms. Teresa Romero, the first female president of a national union in the United States. He congratulated her and the field workers.
- Requested a discussion on academic improvement and on class size reduction; a vote for a project labor agreement; and a discussion and vote about Board leadership rotation in the future years.

Trustee Madrigal Lopez

- Congratulated Elm School for their award.
- Reported she was in Washington advocating for TRIO programs and it was nice to advocate not only on behalf of her job but also for the students in Oxnard served by this program.

President Robles-Solis

- Indicated that she will visit McKinna and Frank schools and the Newcomer Program. Thanked Ms. Romero and Mr. Fernandez for all their hard work for this program.
- Congratulated Elm for the award received. Expressed it was exciting to see the principal and staff at the conference in Long Beach.
- Reported she attended the Cesar Chavez “Celebrating Latino Heroes” ceremony.
- Indicated she is looking forward to the after school gala event.
- Congratulated Trustee Madrigal Lopez, who would be recognized at El Concilio Family Services Latino Leadership on April 12.

At 8:30 p.m., the Board reconvened to closed session until approximately 9:52 p.m. to discuss items in the closed session agenda. CLOSED SESSION

President Robles-Solis reported actions taken in closed session. REPORT ON CLOSED SESSION

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 3-0, being Trustees Vega and O’Leary absent, the Board approved the settlement for Office of Administrative Case# OAH 2018-12-0803 (Motion #18-121)

Removal/Suspension/Expulsion Of Students:

On motion by Trustee Madrigal Lopez, seconded by Trustee Cordes and carried on a roll call vote of 3-0, being Trustees Vega and O’Leary absent, the Board approved the administration recommendation in Case # 18-10. (Motion #18-122)

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-0, being Trustees Vega and O’Leary absent, the Board approved the administration recommendation in Case # 18-11. (Motion #18-123)

There being no further business, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-0, being Trustees Vega and O'Leary absent, President Robles-Solis adjourned the meeting at 9:55 p.m.

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 April 3, 2019, on motion by 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
April 10, 2019

| | |
|--|---|
| The meeting was called to order at 5:05 p.m. by President Robles-Solis. | CALL TO ORDER |
| The audience recited the Pledge of Allegiance. | PLEDGE OF ALLEGIANCE |
| Present were President Veronica Robles-Solis, Trustees Jesus Vega, Denis O’Leary, Debra M. Cordes and Monica Madrigal Lopez. Also present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat, Ana DeGenna and Dr. Jesus Vaca and Ms. Nitasha Sawhney with Garcia Hernandez & Sawhney. | ROLL CALL |
| On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0, the agenda was adopted, as presented. | ADOPTION OF THE AGENDA |
| The Board received a presentation on the process and agreement services by Leadership Associates representatives. On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez, the Board approved the Agreement for Consulting Services with Leadership Associates to begin immediately the search for the next Superintendent. | PRESENTATION BY SUPERINTENDENT SEARCH FIRM (Motion# 18-124) |
| Caldwell Flores & Winters, Inc. provided a presentation on the Master Construct & State Aid. | MASTER CONSTRUCT & STATE AID UPDATE |
| Public Participation: Ms. Ilene Poland, President of CSEA, addressed the Board on the new superintendent search. | CLOSED SESSION PUBLIC PARTICIPATION |
| Trustee O’Leary left at 7:30 p.m. | |
| The Board convened to closed session at approximately 7:35 p.m. | CLOSED SESSION |
| A. For CONFERENCE WITH LEGAL COUNSEL under <i>Government Code</i> , 54956.9 of Government Code: ANTICIPATED LITIGATION: one (1) case EXISTING LITIGATIONS: J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM | |
| B. For CONFERENCE WITH LABOR NEGOTIATORS under <i>Government Code</i> , 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. | |

C. For PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- a. Public Employee(s) Discipline/Dismissal/Release.
- b. Reassignment, Appointment.

The Board reconvened to open session and President Robles-Solis reported no actions were taken during closed session.

REPORT OUT OF
CLOSED SESSION

There being no further business, on motion by Trustee Cordes, seconded by Trustee Vega, and a roll call of 4-0, being Trustee O’Leary absent, President Robles-Solis adjourned the meeting at 8:10 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 _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of April 10, 2019, on motion by _____, and seconded by _____.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 5/1/19

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

Update to District's Required Declaration of "Directory Information" Revision to BP 1113 and AR 5125.1 (Morales)

Language was added and deleted from BP 1113 and added to AR 5125.1 to align with the district's practices for using student photographs for certain public-facing District publications, including as limited by California state laws and existing Oxnard School District board policy that expressly prohibits dissemination to any "private profitmaking entity," with exceptions for representatives of the news media and prospective employers. (See OSD BP 5125.1) The added language is indicated by italicized font on the attached. The deleted language is indicated by strikethrough on the attached.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the revisions to BP 1113 and AR 5125.1 as outlined above.

ADDITIONAL MATERIALS:

- BP 1113 (4 pages)
- AR 5125.1 (2 pages)

Oxnard SD

Board Policy

District And School Web Sites

BP 1113

Community Relations

To enhance communication with students, parents/guardians, staff, and community members, the Board of Trustees encourages the development and ongoing maintenance of district and school web sites. Web sites shall be aligned with the district's plans for communications and media relations.

- (cf. 0000 - Vision)
- (cf. 0440 - District Technology Plan)
- (cf. 1100 - Communication with the Public)
- (cf. 1112 - Media Relations)
- (cf. 1230 - School-Connected Organizations)
- (cf. 1260 - Educational Foundation)
- (cf. 4040 - Employee Use of Technology)
- (cf. 6020 - Parent Involvement)

The Superintendent or designee may establish design standards for district and school web sites in order to maintain a consistent identity, professional appearance, and ease of use.

Content

The Superintendent or designee shall develop content guidelines for district and school web sites. These guidelines shall be consistent with law, Board policy, and administrative regulation.

Staff, students, or other persons may submit materials for web publication to the district or school webmaster who shall ensure that the content adheres to district guidelines and policies.

- (cf. 6145.5 - Student Organization and Equal Access)

District and school web sites shall not include content that is obscene, libelous, or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts, violate school rules, or substantially disrupt the school's orderly operation.

- (cf. 5145.2 - Freedom of Speech/Expression)

The Superintendent or designee should ensure that copyright laws are not violated in the use of material on district or school web sites.

- (cf. 4132/4232/4332 - Publication or Creation of Materials)

(cf. 6162.6 - Use of Copyrighted Materials)

Any links to external web sites shall support the educational mission and shall include a disclaimer that the district is not responsible for the content of external web sites.

Advertising on district or school web sites may be accepted under the same restrictions and conditions set forth in law, Board policy, and administrative regulations pertaining to advertising in district and school-sponsored publications.

(cf. 1325 - Advertising and Promotion)

(cf. 3312 - Contracts)

Privacy Rights

The Superintendent or designee shall ensure that web site content protects the privacy rights of students, parents/guardians, staff, Board members, and other individuals.

(cf. 1340 - Access to District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

Phone numbers, home addresses, and email addresses of students or their parents/guardians shall not be published on a district or school web page.

(cf. 5125.1 - Release of Directory Information)

~~Because of the wide accessibility of the Internet and potential risk to students, photograph(s) of a student shall not be published with his/her name or other personally identifiable information without the prior written consent of the student's parent/guardian. Photographs of groups of students, such as at a school event, may be published provided that students' names are not included.~~

The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with his/her name, may be published on district or school web sites or via district or school accounts in online fora unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

Home addresses or telephone numbers of staff members shall not be posted.

No public safety official shall be required as a condition of employment to consent to the posting on the Internet of his/her photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or

harm to the officer or his/her family. (Government Code 3307.5)

District and school web sites shall not post the home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24)

(cf. 3515.3 - District Police/Security Department)

Legal Reference:

EDUCATION CODE

35182.5 Contracts for advertising

35258 Internet access to school accountability report cards

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

49061 Definitions, directory information

49073 Release of directory information

60048 Commercial brand names, contracts or logos

GOVERNMENT CODE

3307.5 Publishing identity of public safety officers

6254.21 Publishing addresses and phone numbers of officials

6254.24 Definition of public safety official

UNITED STATES CODE, TITLE 17

101-1101 Federal copyright law

UNITED STATES CODE, TITLE 20

1232g Federal Family Educational Rights and Privacy Act (FERPA)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

COURT DECISIONS

Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Perry Education Association v. Perry Local Educators' Association, (1983) 460 U.S. 37

Board of Education, Island Trees Union Free School District, et.al. v. Pico, (1982) 457 U.S. 853

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Community Leadership, 1996

WEB SITES

CSBA: <http://www.csba.org>

California School Public Relations Association: <http://www.calspra.org>

National School Public Relations Association: <http://www.nspr.org>

Policy OXNARD SCHOOL DISTRICT
adopted: October 19, 2011 *updated: April 2, 2019*

Oxnard, California

Oxnard SD

Administrative Regulation

Release Of Directory Information

AR 5125.1
Students

Definition

Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (34 CFR 99.3; Education Code 49061)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date and place of birth
6. *Photographs*
7. Dates of attendance
8. Awards received
9. Most recent previous school attended

Notification to Parents/Guardians

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the school or district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (34 CFR 99.37; Education Code 49063, 49073)

(cf. 5125 - Student Records)
(cf. 5145.6 - Parental Notifications)

Parent/Guardian Consent

Directory information shall not be released regarding any student whose parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (20 USC 1232g, 7908; Education Code 49073)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

Regulation OXNARD SCHOOL DISTRICT

approved: November 2, 2011 *updated: April 2, 2019* Oxnard, California



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2019

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

| | | |
|-----------|----|---|
| January | 16 | Regular Board Meeting (Note: only ONE meeting in January) |
| February | 6 | Regular Board Meeting |
| | 20 | Regular Board Meeting |
| March | 6 | Regular Board Meeting |
| | 20 | Regular Board Meeting |
| April | 3 | Regular Board Meeting (Note: only ONE meeting in April) |
| May | 1 | Regular Board Meeting |
| | 15 | Regular Board Meeting |
| June | 5 | Regular Board Meeting |
| | 19 | Regular Board Meeting |
| July | | District Dark – No meeting in July |
| August | 7 | Regular Board Meeting |
| | 21 | Regular Board Meeting |
| September | 4 | Regular Board Meeting |
| | 18 | Regular Board Meeting |
| October | 9 | Regular Board Meeting |
| | 23 | Regular Board Meeting |
| November | 13 | Regular Board Meeting (Note: only ONE meeting in November) |
| December | 11 | 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: April 8 - 19, 2019

Last Day of School 2018-19: June 14, 2019

First Day of School 2019-20: August 21, 2019

Board Approved: 12-12-18

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